

RESOLUTION NO. 2018 - 152

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 18-53 AND TO EXECUTE AN AGREEMENT FOR INSPECTION, MAINTENANCE, AND REPAIR OF ST. JOHNS COUNTY ELEVATORS, BOOKLIFTS, AND WHEELCHAIR LIFTS.

RECITALS

WHEREAS, the County desires to enter into contract with Schindler Elevator Corporation to provide inspection, maintenance, and repair of St. Johns County elevators, booklifts, and wheelchair lifts as needed in accordance with Bid No. 18-53; and

WHEREAS, the scope of the services will be to provide any and all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision, and all other work, materials, and incidentals expressly required for the inspection, maintenance, and repairs of all St. Johns County elevators, booklifts, wheelchair lifts, elevator machine rooms; and related machinery and controls, in accordance with Bid No. 18-53; and

WHEREAS, through the County's formal Bid process, Schindler Elevator Corporation was the lowest, responsive, responsible bidder to enter into contract with the County to perform the work referenced above; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contract to complete the work services serves a public purpose.

WHEREAS, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award Bid 18-53 to Schindler Elevator Corporation and to execute a contract for the services set forth therein.

Section 3. Upon Board approval, the County Administrator, or designee, is authorized to execute an agreement in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in Bid 18-53.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 5th day of June, 2018.

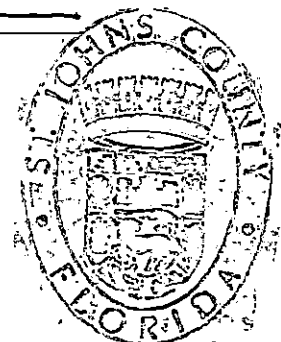
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Henry Dean
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Sam Halterman
Deputy Clerk

RENDITION DATE 6/7/18





CONTRACT AGREEMENT

**BID NO: 18-53; Inspection, Maintenance, and Repair of St. Johns County Elevators,
Booklifts, and Wheelchair Lifts**

Master Contract #: 18-MCC-SCH-09355

This Contract Agreement, ("Agreement") is made as of this _____ day of _____, 2018, ("Effective Date") by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and **Schindler Elevator Corporation** ("Contractor"), authorized to do business in the State of Florida, with offices located at: 9143 Philips Hwy., Ste. 260, Jacksonville, FL 32256; Phone: (904) 880-4922 ; Fax: (904) 880-4916; Email: noel.fossette@schindler.com.

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

ARTICLE 1 – DURATION and EXTENSION

This Agreement shall become effective upon the date of execution by all parties, upon the Effective Date shown above, and shall be in effect for an initial contract term of three calendar years, and may be renewed for up to one, two year renewal period. This Agreement may be renewed, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew this Agreement. It is further expressly understood that the option of renewal is exercisable only by the County, and only upon the County's determination that the Contractor satisfactorily performed the Services specified in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all Bid Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

ARTICLE 3 - SERVICES

The Contractor's responsibility under this Agreement is to provide any and all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision, and all other work, materials, and incidentals expressly required for the inspection, maintenance, and repairs of all St. Johns County elevators, booklifts, wheelchair lifts, elevator machine rooms, and related machinery and controls, as specified in the Scope of Work, submitted by the Contractor, approved by the County in accordance with Bid No. 18-53 and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of St. Johns County Building Operations Division or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

ARTICLE 4 – SCHEDULE

The Contractor shall perform the required Services according to the schedule submitted and approved by the County. No changes to said schedule shall be made without prior written authorization from the County's representative.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. The County shall compensate the Contractor in accordance with the approved Unit Prices attached hereto as Exhibit "A", and in accordance with approved proposals for repairs outside the covered maintenance services. The maximum amount available as compensation to Contractor under this Agreement shall not exceed the amount budgeted by the County in any given fiscal year.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.
- C. The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered on a monthly basis. The signature of the Contractor's authorized representative on the submitted invoice shall constitute the Contractor's certification to the County that:
 1. The Contractor has billed the County for all services rendered by it and any of its sub-contractors or materials

suppliers through the date of the invoice;

2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;
 3. The reimbursable expenses, if any, have been reasonably incurred; and
 4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Monthly Invoicing Form 1551, as provided by the County. The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's Contractors or sub-Contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices should be delivered to:
- St. Johns County Building Operations Division
Attn: Administrative Manager
500 San Sebastian View
St. Augustine, FL 32084
- G. **FINAL INVOICE:** In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "Final Invoice" on the Contractor's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

ARTICLE 7 – ARREARS

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least fourteen (14) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) consecutive calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily

performed under this Contract up to the effective date of termination.

- C. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
1. Stop work on the date to the extent specified.
 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 10 – PERSONNEL

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

ARTICLE 11 – SUBCONTRACTING

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 12 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Agreement.

ARTICLE 13 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 14 - INSURANCE

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this

section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

ARTICLE 15 - INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys' fees, arising out of the Consultant's errors, omissions, or negligence. The Contractor shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

ARTICLE 16 - SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

ARTICLE 17 - NO THIRD PARTY BENEFICIARIES

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 18 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be

entitled to recover reasonable attorney's fees.

ARTICLE 19 – CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within thirty days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Agreement.

ARTICLE 20 – EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Contractor's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Contractor and its subcontractor(s) and is without the fault or negligence of either of them, the Contractor shall not be deemed to be in default.

Upon the Contractor's request, the County shall consider the facts and extent of any delay in performing the work and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 21 – FORCE MAJEURE:

Neither party shall be liable to the other for any failure to perform under this Agreement to the extent that such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; providing that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

ARTICLE 22 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Contractor, and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 23 – INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 24 – CONTINGENT FEES

Pursuant to Section 287.055(6), Florida Statutes, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 25 – ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five days written notice.

ARTICLE 26 – NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 27 – ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Contractor agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

ARTICLE 28 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 29 – COMPLIANCE WITH APPLICABLE LAWS

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

ARTICLE 30 – AUTHORITY TO PRACTICE

The Contractor hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 31 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to

persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 32 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 33 – FLORIDA LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

ARTICLE 34 – ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 35 - NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Jaime Locklear, MPA, CPPB, FCCM, Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Schindler Elevator Corporation
Attn: Noel Fossette, Account Manager
9143 Philips Hwy., Ste. 260
Jacksonville, FL 32256

ARTICLE 36 - HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

ARTICLE 37 –PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
 - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
- (4) Upon completion of this Agreement, 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 Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, 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 this Agreement, 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 County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

ARTICLE 38 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval St. Johns County, Florida.

ARTICLE 39 – SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

ARTICLE 40 – AUTHORITY TO EXECUTE

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

**Bid No: 18-53; Inspection, Maintenance, and Repair of St. Johns County Elevators, Booklifts,
and Wheelchair Lifts**

Master Contract No: 18-MCC-SCH-09355

IN WITNESS WHEREOF, authorized representatives of the County and Contractor have executed this Contract Agreement on the day and year below noted.

COUNTY:

St. Johns County, FL
County Name

By: _____
Signature - County Representative

Jaime T. Locklear, MPA, CPPB, FCCM
Printed Name – County Representative

Purchasing Manager
Printed Title – County Representative

Date of Execution

**ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT**

Deputy Clerk

Date of Execution

LEGALLY SUFFICIENT

Deputy County Attorney

Date of Execution

CONTRACTOR:

Schindler Elevator Corporation
Company Name

Signature of Contractor Representative

Printed Name – Contractor Representative

Printed Title – Contractor Representative

Date of Execution

**Bid No: 18-53; Inspection, Maintenance, and Repair of St. Johns County Elevators, Booklifts,
and Wheelchair Lifts**

**EXHIBIT "A"
BASIS OF COMPENSATION**

Basis of compensation shall be made in accordance with the approved Unit Prices as provided herein. The approved prices shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County prior to any work being implemented and shall be added to the applicable Contract Amendment.

**Bid No: 18-53; Inspection, Maintenance, and Repair of St. Johns County Elevators, Booklifts,
and Wheelchair Lifts**

**EXHIBIT "A-1"
ITEMIZED PRICING SCHEDULE**

A.	MONTHLY RATES: (This unit price is the monthly rate for all covered work provided to the County during normal business hours (i.e. Monday – Friday, 8:00am – 5:00pm, excluding County observed holidays.) Covered work includes cost for annual inspections, monthly maintenance and on-call emergency repair services including cost of replacement parts, and on-call emergency responses during normal business hours)	MONTHLY RATE PER UNIT
1.	St Johns County Administration Building 500 San Sebastian View, St Augustine, FL	
	1a. Two (2), three (3) landing KONE Ecospace elevators	\$ 320.00
	1b. Two (2), two (2) landing KONE Ecospace elevators	\$ 320.00
2.	St. Johns County Health & Human Services Building, 200 San Sebastian View, St. Augustine, FL	
	2a. Two (2), two (2) landing Schindler 3300 elevators	\$ 310.00
3.	St. Johns County Service Center, 4030 Lewis Speedway, St. Augustine, FL	
	3a. One (1), two (2) landing hydraulic Schindler elevator	\$ 110.00
4.	St. Johns County Permit Center, 4040 Lewis Speedway, St. Augustine, FL	
	4a. One (1), three (3) landing hydraulic Schindler elevator	\$ 110.00
5.	St. Johns County Courthouse, 4010 Lewis Speedway, St. Augustine, FL	
	5a. Two (2), two (2) landing hydraulic Mowrey elevators	\$ 220.00
	5b. Seven (7), three (3) landing hydraulic Mowrey elevators	\$ 770.00
	5c. Two (2), three (3) stop U-Lift wheelchair lifts	\$ 60.00
6.	St. Johns County Courthouse East, 4010 Lewis Speedway, St. Augustine, FL	
	6a. One (1), two (2) landing hydraulic Mowrey elevator	\$ 110.00
	6b. One (1), three (3) stop U-Lift wheelchair lift	\$ 30.00
7.	Supervisor of Elections/Sheriffs Operations Center/Clerk's Warehouse, 4455 Ave. "A", St. Augustine, FL	
	7a. Three (3), two (2) landing WILDECK booklifts	\$ 120.00
8.	St. Johns County Detention Center, 3955 Lewis Speedway, St. Augustine, FL	
	8a. One (1), four (4) landing Dover elevator	\$ 110.00
9.	St. Johns County Fire/Rescue Administration Building, 3657 Gaines Road, St. Augustine, FL	
	9a. One (1), two (2) landing hydraulic Schindler elevator	\$ 110.00
10.	St. Johns County Utility Department, 1205 State Road 16, St. Augustine, FL	
	10a. One (1), two (2) landing hydraulic Schindler elevator	\$ 110.00
11.	The Solomon Calhoun Center, 1300 Duval Street, St. Augustine, FL	
	11a. One (1), one (1) stop Poruch wheelchair lift	\$ 30.00
12.	Historic Hastings High School Building, 6195 S. Main St., Hastings, FL	
	12a. One (1) 2 landing hydraulic elevator	\$ 110.00
TOTAL MONTHLY RATE (all units)		\$ 2,950.00
TOTAL ANNUAL PRICE FOR MONTHLY SERVICES: (Total Monthly Rate x 12 months)		\$34,500.00
B.	AFTER HOURS HOURLY LABOR RATE (This unit price is the hourly labor rate for all covered on-call emergency repair work provided during hours other than those classified as "normal business hours" as stated above.)	\$ 489.27 / Hr
C.	NON-PREVENTATIVE MAINTENANCE/REPAIR NORMAL BUSINESS HOURS HOURLY LABOR RATE (This unit price is the hourly labor rate for all non-covered on-call maintenance/emergency repair costs provided during "normal business hours" as stated above.)	\$ 287.81 / Hr

Bid No: 18-53; Inspection, Maintenance, and Repair of St. Johns County Elevators, Booklifts, and Wheelchair Lifts

**EXHIBIT "B"
SCOPE OF WORK**

The Contractor to provide all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision, and all other work, materials, and incidentals expressly required for the inspection, maintenance, and repairs of all St. Johns County elevators, booklifts, wheelchair lifts, elevator machine rooms, and related machinery and controls. The elevators and related equipment outlined in **Section K** of the specifications will be maintained per the specifications outlined below, and in full compliance with any local, state or federal regulations.

It shall be the responsibility of the Contractor to inspect and maintain all elevators, booklifts, wheelchair lifts, elevator machine rooms, and related machinery and controls in a clean, safe, and efficient manner, fulfilling all current and applicable laws, regulations, and codes. The Florida Bureau of Elevator Safety Elevator Section oversees all elevators in the State of Florida. Elevator regulations include Chapter 399, Florida Statutes (FS), Chapter 30 of the Florida Building Code, the American Society of Mechanical Engineers (ASME) Safety Code for Elevators and Escalators, the State Fire Marshal's Uniform Fire Safety Standards (NFPA 72), and portions of the National Electrical Code (NEC 70) and the Americans with Disabilities Act.

All repairs and replacements shall be limited to those caused by ordinary wear and tear. The Contractor will not be required to repair or replace equipment by reason of negligence or misuse or for any other cause beyond their control. Should the County request repairs for equipment not functioning as intended due to negligence or misuse of the equipment, the Contractor shall provide the County with a price proposal and will not proceed with the repairs until written authorization is received from the County.

The Contractor will not be required, at Contractor's expense, to alter existing equipment or replace original parts based upon revised designs when recommended or directed by any third-party. All repairs, alterations, and replacement of parts outside of normal maintenance and repair services covered under the contract will be requested and authorized by the appropriate County representative as provided herein.

The following are minimum specifications for inspection and maintenance of elevators and lifts located at St. Johns County facilities and all related equipment and areas:

A. TECHNICIANS:

The Contractor shall use trained technicians directly employed and supervised by the Contractor. Technicians shall be qualified to keep the equipment properly adjusted, and they will use all reasonable care to maintain the elevator equipment in proper and safe operating condition. The Contractor must notify the County upon any change in assignment of Technicians and supply the County with copies of current certifications held by the newly assigned Technician.

B. RESPONSE TIME REQUIREMENTS:

The Contractor must have an on-call representative. The on-call representative must be able to respond within a two-hour time frame, from time of notification, to emergency minor adjustment requests for "redos" or for no-shows. For Emergency notifications involving people trapped, major leaks, etc., response time shall be within ninety (90) minutes of placement of the initial call for service.

Notifications for emergency repairs and service calls will be sent by the property managers or the County Administrative Manager, or designee, via phone call, email, or both methods.

C. MAINTENANCE SERIES:

1. Traction Elevators and Lifts

a. Under this agreement the Contractor will maintain the elevator equipment, as herein described, following

terms and conditions below:

- (1) The Contractor shall examine, adjust, lubricate as required once each month, and when any part is worn, broken, or does not function as intended, repair or replace the following to ensure proper operation of equipment per manufacture standards:
 - (a) Machine, worm, gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, contacts, linings, and component parts.
 - (b) Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders, and bearings.
 - (c) Silicon controlled rectifiers, reactors, filters, heat sinks, amp traps, transducers, and all control components.
 - (d) Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, monitors, steel selector cable or tape, and mechanical and electrical driving equipment.
 - (e) Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws.
 - (f) Deflector or secondary sheave, bearings, car and counterweight guide rails and brackets, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweights, and counterweight guides including rollers or shoes.
 - (g) Hoistway door tracks, interlocks and hangers, bottom door guides and auxiliary door closing devices, clutches, restrictors, and hoistway switches.
 - (h) Automatic power operated door operator, car door tracks and hangers, car door contacts, door protective devices, load weighing equipment, car sling, car safety mechanism, platform, subflooring, cab steadiers, and elevator car guides, shoes, or rollers.
 - (i) Signal and operating fixtures, including push buttons, contacts, displays, stop switches, keyed or other control switches, visual signals, jewels and indicators with electrical wiring, braille, hinges, fasteners, and other related components.
 - (j) Hoistway and machine room wiring, including wiring materials such as conduits, raceway, junction boxes, terminal strips, connectors, and related components.
 - (k) Car and counterweight buffers, including stands and contacts.
- b. The Contractor shall also:
 - (1) Examine all safety devices. All tests shall be performed in accordance with the provisions of the American National Standard, Code for Elevators and Escalators ASME A17.2.1, current edition.
 - (2) Examine periodically all safety devices and governors, and conduct Annual no load tests. Each fifth year perform a full-load, full-speed test of safety mechanism, overhead speed governors, car, and counterweight buffers. The car balance will be checked, and the governor set. If required, recalibrate the governor and seal for proper tripping speed.
 - (3) Calibrate load weighing devices within ten (10) business days after annual and five-year safety tests.
 - (4) Renew all wire ropes as required to maintain an adequate factor of safety, and not less than 80% of the designed rope strength at all times; do not exceed 40 broken wires in any lineal foot of rope and/or meet currently existing standards and codes; equalize the tension on all hoist and compensation ropes, and shorten ropes and chains as required to provide legal and reasonable bottom clearances.
 - (5) Repair or replace conductor cables and hoistway and machine room elevator wiring.
 - (6) Furnish lubricants compounded to the manufacturer's rigid specifications.
 - (7) The Contractor shall maintain a supply of genuine manufacturer's and alternative replacement parts in their warehouse inventory.
 - (8) In the event genuine manufacturer's parts are not available, a non-manufacturer's part meeting the same performance standards, as the original equipment, shall be acceptable.
- c. The Contractor shall also maintain, and when any part is worn, broken, or does not function as intended, repair or replace the following auxiliary equipment to ensure proper operation of equipment per manufacture

standards:

- (1) Emergency lighting, bulbs, batteries, trickle charger, and all related wiring and components.
 - (2) Intercom system, master stations, speakers, latch-in system, and emergency batteries wiring and components. (Only those systems and devices directly related to elevator communication.)
 - (3) Elevator management systems, consoles, CRTs keyboards, wiring and components, and all other devices associated with these systems.
 - (4) Fire Emergency Operation and elevator operating devices.
 - (5) Emergency Power Operation and elevator operating devices.
 - (6) All handicap devices.
 - (7) Exhaust fans.
- d. The Contractor shall have no responsibility for the following items of elevator equipment which are not included in this contract:
- (1) Car enclosure (including removable panels, door panels, car gates, plenum chambers, hung ceilings, light diffusers, light tubes and bulbs, handrails, mirror and flooring); hoistway gates, doors, frames and sills, and faceplates.

2. Hydraulic Elevators and Lifts

- a. The Contractor shall maintain the hydraulic elevator equipment, as herein described, as per the following terms and conditions below:
- (1) The Contractor shall examine, adjust, lubricate as required once each month, and, when any part is worn, broken, or does not function as intended, repair or replace the following to ensure proper operation of equipment per manufacture standards:
 - (a) Pumps, pump motors, operating valves, valve motors, motor windings, rotating element, stator, leveling valves, plunger, plunger packing, exposed piping, and hydraulic fluid tanks.
 - (b) Controller, leveling devices and cams, all relays, magnet frames, solid state components, resistors, condensers, transformers, contacts, leads, timing devices, resistance for operating and motor circuits, and operating circuit rectifiers and monitors.
 - (c) Hoistway door tracks, interlocks and hangers, bottom door guides and auxiliary door closing devices, and hoistway switches.
 - (d) Automatic power operated door operator, car door tracks and hangers, car door contacts, clutches, restrictors, door protective device, car sling, car ventilation system, platform, sub flooring, cab steadiers, and elevator car guides, shoes, or rollers.
 - (e) Signal and operating fixtures, including push buttons, contacts, displays, stop switches, keyed or other control switches, visual signals, jewels and indicators with electrical wiring, braille, hinges, fasteners, and other related components.
 - (f) Filters, mufflers and muffler components.
 - (g) Hoistway and machine room wiring, including wiring materials such as conduits, raceway, junction boxes, terminal strips, connectors, and related components.
 - (h) Car buffers, including stands and contacts.
 - (i) Viscosity control equipment, including heaters, coolers, fans, thermostats, timers, and related components.
 - (j) Seals, gaskets, couplings, and isolation pads and cushions

3. The Contractor shall also:

- a. Examine all safety devices and conduct pressure tests and other tests in accordance with the provisions of the American National Standard, Code for Elevators and Escalators ASME A17.2.2 or other applicable codes.
- b. Repair or replace conductor cables, elevator hoistway wiring, and machine room elevator wiring when parts do not function as intended per the manufacturer's standards.

- c. Furnish lubricants and hydraulic fluid compounded to the manufacturer's rigid specifications.
 - d. Periodically conduct an analysis of the hydraulic fluid to detect contaminants and assure proper viscosity, and make necessary corrections and replace fluid as required. Clean excessive fluid leakage from pump pans, cylinder heads, machine room, and pit floors.
 - e. When replacement of faulty cab lighting ballasts is necessary, the County shall supply the ballasts and the Contractor shall only be responsible for rewiring and reconnecting the ballasts located on the top of each cab. Labor cost shall be covered under the monthly maintenance fee as per the contract during maintenance and emergency on-call service during normal business hours.
4. To ensure proper operation of equipment per manufacturer standards, the Contractor shall maintain a supply of genuine manufacturer's and alternative replacement parts in their warehouse inventory in order to replace parts as necessary at the time of inspections/maintenance.
 5. In the event genuine manufacturer's parts are not available, a non-manufacturer's part meeting the same performance standards, as the original equipment, shall be acceptable.
 6. The Contractor shall also maintain, and when any part is worn, broken, or does not function as intended, repair or replace the following auxiliary equipment to ensure proper operation of equipment per manufacture standards:
 - a. Emergency lighting, bulbs, batteries, trickle charger, and all related wiring and components.
 - b. Intercom system, master stations, speakers, latch-in system, and emergency batteries wiring and components. (Only those systems and devices directly related to elevator communication.)
 - c. Elevator management systems, consoles, CRTs keyboards, wiring and components, and all other devices associated with these systems.
 - d. Fire Emergency Operation and elevator operating devices.
 - e. Emergency Power Operation and elevator operating devices.
 - f. Battery lowering system, including batteries, chargers, relays, and associated components.
 - g. All handicap devices.
 7. Non-Preventive Maintenance/Repair Work:
 - a. The County, on occasion may request that additional, non-preventative maintenance/repair work be performed on the elevator that is not covered under the Contract. This work shall be referred to as "Non-Preventative Maintenance" work.
 - b. When Non-Preventive Maintenance/Repair work is requested, parts shall be provided to the County at Contractor's cost. No mark-up shall be allowed. Contractor may be requested to provide parts invoice, at the County's request.
 - c. Quotes provided by the Contractor for Non-Preventative Maintenance/Repair work, shall be broken down by labor hours/labor rates and equipment/parts costs.
 - d. Non-preventative Maintenance/Repair Work will not proceed without written authorization from the County. Non-preventative Maintenance/Repair Work made without written authorization from the County will be at the Contractor's own risk.
 8. The Contractor shall have no responsibility for the following items of elevator equipment which are not included in this contract:
 - a. Car enclosure (including removable panels, door panels, car gates, plenum chambers, hung ceilings, light diffusers, light tubes and bulbs, handrails, mirror and carpets); hoistway gates, doors, frames and sills; casings and buried piping, and faceplates.

MINIMUM TIME ON PREMISES:

Contractor' service technicians shall spend a minimum of sixteen (16) hours per month on premises actively inspecting, servicing, and adjusting the elevators and related equipment.

HOURS OF SERVICE:

A. Contractor shall perform all work (except emergency call-back) covered in these specifications during normal

business hours of normal business days (Monday through Friday, 8:00 a.m. - 5:00 p.m., excluding County observed holidays).

- B. Emergency minor adjustment call-back service response time shall be within two (2) hours of placement of the initial call for service.
- C. Emergency call-back service (i.e. people trapped, major leaks, etc.) response time shall be within ninety (90) minutes of placement of the initial call for service.
- D. Labor for any work required to be performed other than during normal business hours on normal business days as defined in (1) above will be compensated at the "after hours" labor rate per the contract.

PERFORMANCE EVALUATIONS:

Contractor will conduct evaluations of equipment performance, including car speed, door operation, riding quality, car leveling, and system operation. These evaluations will be conducted when conditions warrant, but no less than once each year. Contractor will perform adjustments, repairs and replacements required to maintain manufacturer's operating standards. Copies of all evaluations will be given to the Building Operations Division immediately upon completion.

SAFETY AND SECURITY:

- A. Contractor shall be aware that the St. Johns County Judicial Center Complex and Criminal Justice Facility are secure facilities, and shall govern themselves and their employees accordingly. Established security policies and procedures shall be followed at all times while on the premises. A copy of SJC security policies and procedures will be provided to the awarded Contractor at onset of the fully signed contract.
- B. Contractor employees shall at all times, while on campus, conspicuously display photo identification that shall include, at a minimum, employee name, company name, address, and telephone number.
- C. Contractor and/or contractor employees will be given necessary access to St. Johns County properties, including access badge(s) and key(s) when appropriate. Access badges and keys are property of St. Johns County and shall be returned when no longer required. Any loss of badge or key, or change in status of contractor supplied personnel shall be reported to the Building Operations Office immediately.
- D. All areas necessary for proper service shall be made accessible, but contractor and/or contractor employees shall restrict themselves to their respective work areas.
- E. Violation of any clause in this section may result in immediate cancellation of the contract.

CONDITIONS OF SERVICE:

- A. St. Johns County will provide the Contractor with full and free access to all equipment to be serviced under these specifications, and will provide a safe workplace for their employees.
- B. Adjustments, repairs, or replacements necessitated by accidents, vandalism, significant misuse, or obsolescence of the equipment are not included as part of the contract pricing. If approved by the County, these services will be billed separately.
- C. If an item otherwise covered under this contract fails and an upgraded replacement for the item is available, St. Johns County shall have the option of choosing the upgraded item and shall pay the difference, if any, between the cost of the upgraded item and the original equipment item only. No additional labor charges shall apply.
- D. Contractor shall provide third party testing and inspections and/or witnessing of said testing and inspections of elevators as required and in compliance with local, state and/or federal laws, regulations, codes and/or ordinances as part of this contract and at no additional cost to St. Johns County. Documentation of said testing, inspection, and/or witnessing shall be provided to St. Johns County immediately upon completion of testing.

LOSS, DAMAGE OR DELAY:

Contractor will not be held responsible for any loss, damage, detention or delay, caused by fire, explosion, theft, earthquake, severe or unusual weather conditions, unavailability from usual sources, embargo, malicious mischief, war, failure to act on the part of either party's suppliers or sub-contractors, acts of God, or by any other cause beyond their reasonable control.

RESPONSIBILITY:

- A. The Contractor shall cooperate in the defense of suits brought jointly against St. Johns County and the Contractor.
- B. Possession and control of the equipment shall remain with St. Johns County who will retain normal responsibility and

liability as owner of the equipment. This responsibility includes but is not limited to: advising, warning or instructing passengers in the proper use of the equipment; and notification to the vendor of operational problems, malfunctions or accidents.

- C. The Contractor shall remove from the premises and properly dispose of all waste products generated by the services herein, including but not limited to oils, greases and lubricants, in full and complete compliance with all current and applicable local, state and/or federal laws, regulations and codes.
- D. The Contractor shall be held solely responsible for any and all damages, including damages to third parties, caused by negligence or misconduct of the Contractor, or its employees or agents.

EQUIPMENT TYPE AND LOCATION:

- 1. St Johns County Administration Building, 500 San Sebastian View, St Augustine, FL
 - a. Two (2), three (3) landing traction KONE Ecospace Elevators, and
 - b. Two (2), two (2) landing traction KONE Ecospace Elevators
- 2. St. Johns County Health & Human Services Building, 200 San Sebastian View, St. Augustine, FL
 - a. Two (2), two (2) landing traction Schindler 3300 Elevators.
- 3. St. Johns County Permit Center, 4040 Lewis Speedway, St. Augustine, FL
 - a. One (1), three (3) landing hydraulic Schindler elevator.
- 4. St. Johns County Service Center, 4030 Lewis Speedway, St. Augustine, FL
 - a. One (1), two (2) landing hydraulic Schindler elevator.
- 5. St. Johns County Courthouse, 4010 Lewis Speedway, St. Augustine, FL
 - a. Two (2), two (2) landing hydraulic Mowrey elevators;
 - b. Seven (7), three (3) landing hydraulic Mowrey elevators; and
 - c. Two (2), three (3) stop U-Lift wheelchair lifts.
- 6. St. Johns County Courthouse East, 4010 Lewis Speedway, St. Augustine, FL
 - a. One (1), two (2) landing hydraulic Mowrey elevator, and
 - b. One (1), three (3) stop U-Lift wheelchair lift
- 7. Supervisor of Elections/Sheriffs Operations Center/Clerk's Warehouse, 4455 Ave. "A", St. Augustine, FL
 - a. Three (3), two (2) landing WILDECK booklifts.
- 8. St. Johns County Detention Center, 3955 Lewis Speedway, St. Augustine, FL
 - a. One (1), four (4) landing Dover Elevator.
- 9. St. Johns County Fire/Rescue Administration Building, 3657 Gaines Road, St. Augustine, FL
 - a. One (1), two (2) landing hydraulic Schindler elevator.
- 10. St. Johns County Utility Department, 1205 State Road 16, St. Augustine, FL
 - a. One (1), two (2) landing hydraulic Schindler Elevator.
- 11. The Solomon Calhoun Center, 1300 Duval Street, St. Augustine, FL
 - a. One (1), one (1) stop Poruch wheelchair lift.
- 12. Historic Hastings High School Building, 6195 S. Main St., Hastings, FL
 - a. One (1) 2 landing hydraulic elevator.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

May 4, 2018

RE: Bid No: 18-53; Inspection, Maintenance, and Repair of St. Johns County Elevators, Booklifts, and Wheelchair Lifts

Please be advised that the Purchasing Department of the St. Johns County Board of County Commissioners is issuing this notice of its Intent to Award a contract to Schindler Elevator Corporation as the lowest responsive, responsible bidder for Bid No: 18-53; Inspection, Maintenance, and Repair of St. Johns County Elevators, Booklifts, and Wheelchair Lifts. This notice will remain posted on the **St. Johns County Purchasing Department bulletin board** until 5:00 PM, Wednesday, May 9, 2018.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

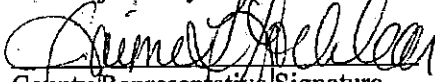
Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

Please forward all correspondence, requests or inquiries directly to Diana M. Fye, AS, CPPB, Procurement Coordinator at dfye@sjcfl.us.

Sincerely,

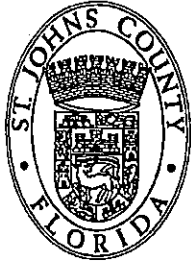
St. Johns County

Board of County Commissioners


County Representative Signature

Date: 5/4/18

Jaime T. Locklear, MPA, CPPB, FCCM
Purchasing Manager
(904) 209-0158 – Direct
(904) 209-0159 – Fax
jlocklear@sjcfl.us



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

I N T E R O F F I C E M E M O R A N D U M

TO: Katie Diaz, Administrative Manager
FROM: Diana M. Fye, AS, CPPB, Procurement Coordinator
SUBJECT: Bid # 18-53; Inspection, Maintenance, and Repair of St. Johns County Elevators, Booklifts, and Wheelchair Lifts
DATE: May 2, 2018

Attached are copies of the bid proposals received for the above mentioned along with a copy of the Bid Tabulation Sheet.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return at your earliest convenience. We will prepare the agenda item and contract.

Please let me know if I can assist your department in any other way.

Dept. Approval *[Signature]*
Date 5/3/18
Budget Amount 48,000
Account Funding Title Contractual Services
Funding Charge Code 0032-53100; 4409; 0108; 0105; 0079; 0048; 1004
Award to Schindler Elevator
Award Amount \$35400.00

ST JOHNS COUNTY

MAY 03 '18

PURCHASING

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE Inspection, Maintenance, and Repair of St. Johns County Elevators, Booklifts, and Wheelchair Lifts

BID NUMBER 18-53

OPENING DATE/TIME May 2, 2018 2:00 PM

POSTING DATE/TIME 05/02/18 3:00 PM 05/07/18 3:00 PM

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY BID, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

OPENED BY DIANA M FYE

TABULATED BY BRYAN MATUS

VERIFIED BY [Signature]

BIDDERS	TOTAL PROPOSED ANNUAL PRICE	BID BOND	ADDENDUM #1					
THYSSENKRUPP ELEVATOR	\$56,315.64	YES	YES					
FIRST COAST ELEVATOR INC	\$43,716.00	YES	YES					
OTIS ELEVATOR COMPANY	\$40,884.00	YES	YES					
SCHINDLER ELEVATOR CORP.	\$35,400.00	YES	YES					

BID AWARD DATE - _____

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: INSPECTION, MAINTENANCE, AND REPAIR OF ST. JOHNS COUNTY
ELEVATORS, BOOKLIFTS, AND WHEELCHAIR LIFTS

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: April 30, 2018

BID PROPOSAL OF

Schindler Elevator Corporation

Full Legal Company Name

9143 Philip Hwy., Ste 260, Jacksonville, FL 32256 904-880-4922 904-880-4916
Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 18-53 Inspection, Maintenance, and Repair of St. Johns County Elevators, Booklifts, and Wheelchair Lifts in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

A. TOTAL PROPOSED ANNUAL PRICE: \$ 35,400.00

Total Annual Proposed Amount: \$ Thirty Five Thousand Four Hundred / 00
(Amount Written in Words)

* Please note that Addendum A is attached. *

Bidder shall insert the Total Annual Proposed Price in numerals and in words for services requested under this sealed Bid. If there is a discrepancy, the amount written in words shall prevail as the correct proposed amount.

Each Bidder shall submit the monthly rates per unit, after-hours hourly labor rate, and non-preventative maintenance/repair normal business hours hourly labor rate in the table below. The total monthly rate for all units in section "A" of the table below shall dictate the total annual proposed price submitted on the Bid Proposal above. Failure to submit individual monthly rates for the identified units per location may result in removal from consideration for award of a contract.

The Annual Proposed Price submitted above shall include any and all fees, surcharges, and any other additional monies associated with performing the work required by this Contract. The Annual Proposed Price above shall be the final price charged to the County for work performed.

The County may consider award to multiple vendors, if awarding multiple contracts is more cost effective than awarding a single contract based on pricing for the County as a whole.

**PRICING PROPOSAL FORM
ITEMIZED PRICING SCHEDULE
MONTHLY RATES PER UNIT, AFTER-HOURS LABOR RATE,
AND NON-PREVENTATIVE MAINTENANCE/REPAIR NORMAL BUSINESS HOURS LABOR RATE**

A. MONTHLY RATES: (This unit price is the monthly rate for all covered work provided to the County during normal business hours (i.e. Monday – Friday, 8:00am – 5:00pm, excluding County observed holidays.) Covered work includes cost for annual inspections, monthly maintenance and on-call emergency repair services including cost of replacement parts, and on-call emergency responses during normal business hours)		MONTHLY RATE PER UNIT
1.	St Johns County Administration Building 500 San Sebastian View, St Augustine, FL	
1a.	Two (2), three (3) landing KONE Ecospace elevators	\$ <u>320.00</u>
1b.	Two (2), two (2) landing KONE Ecospace elevators	\$ <u>320.00</u>
2.	St. Johns County Health & Human Services Building, 200 San Sebastian View, St. Augustine, FL	
2a.	Two (2), two (2) landing Schindler 3300 elevators	\$ <u>310.00</u>
3.	St. Johns County Service Center, 4030 Lewis Speedway, St. Augustine, FL	
3a.	One (1), two (2) landing hydraulic Schindler elevator	\$ <u>110.00</u>
4.	St. Johns County Permit Center, 4040 Lewis Speedway, St. Augustine, FL	
4a.	One (1), three (3) landing hydraulic Schindler elevator	\$ <u>110.00</u>
5.	St. Johns County Courthouse, 4010 Lewis Speedway, St. Augustine, FL	
5a.	Two (2), two (2) landing hydraulic Mowrey elevators	\$ <u>220.00</u>
5b.	Seven (7), three (3) landing hydraulic Mowrey elevators	\$ <u>770.00</u>
5c.	Two (2), three (3) stop U-Lift wheelchair lifts	\$ <u>60.00</u>
6.	St. Johns County Courthouse East, 4010 Lewis Speedway, St. Augustine, FL	
6a.	One (1), two (2) landing hydraulic Mowrey elevator	\$ <u>110.00</u>
6b.	One (1), three (3) stop U-Lift wheelchair lift	\$ <u>30.00</u>
7.	Supervisor of Elections/Sheriffs Operations Center/Clerk's Warehouse, 4455 Ave. "A", St. Augustine, FL	
7a.	Three (3), two (2) landing WILDECK booklifts	\$ <u>120.00</u>
8.	St. Johns County Detention Center, 3955 Lewis Speedway, St. Augustine, FL	
8a.	One (1), four (4) landing Dover elevator	\$ <u>110.00</u>
9.	St. Johns County Fire/Rescue Administration Building, 3657 Gaines Road, St. Augustine, FL	
9a.	One (1), two (2) landing hydraulic Schindler elevator	\$ <u>110.00</u>

BID NO: 18-53

A. MONTHLY RATES (Continued)		MONTHLY RATE PER UNIT
10.	St. Johns County Utility Department, 1205 State Road 16, St. Augustine, FL	
10a.	One (1), two (2) landing hydraulic Schindler elevator	\$ <u>110.00</u>
11.	The Solomon Calhoun Center, 1300 Duval Street, St. Augustine, FL	
11a.	One (1), one (1) stop Poruch wheelchair lift	\$ <u>30.00</u>
12	Historic Hastings High School Building, 6195 S. Main St., Hastings, FL	
12a.	One (1) 2-landing hydraulic elevator	\$ <u>110.00</u>
TOTAL MONTHLY RATE (all units)		\$ <u>2950.00</u>
TOTAL PROPOSED ANNUAL PRICE (Total Monthly Rate multiplied by 12 months)		\$ <u>35,400.00</u>

B. AFTER HOURS HOURLY LABOR RATE (This unit price is the hourly labor rate for all covered on-call emergency repair work provided during hours other than those classified as "normal business hours" as stated above.)	\$ <u>489.27</u> / Hour
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------

C. NON-PREVENTATIVE MAINTENANCE/REPAIR NORMAL BUSINESS HOURS HOURLY LABOR RATE (This unit price is the hourly labor rate for all non-covered on-call maintenance/emergency repair costs provided during "normal business hours" as stated above.)	\$ <u>287.81</u> / Hour
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------

BID NO: 18-53

During the preparation of the Bid, the following addenda, if any, were received:

No.: 1 Date Received: April 20, 2018

No.: _____ Date Received:

No.: _____ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

Bid No: 18-53

CORPORATE/COMPANY

Full Legal Company Name: Schindler Elevator Corporation (Seal)

By: [Signature] Noel Fosselle Sr. Sales Representative EI
Signature of Authorized Representative (Name & Title typed or printed)

By: [Signature] PAUL NARVE, BRANCH MANAGER
Signature of Authorized Representative (Name & Title typed or printed)

Address: 9143 Philips Hwy., Ste 260, Jacksonville, FL 32256

Telephone No.: (904) 880-4922 Fax No.: (904) 880-4916

Email Address for Authorized Company Representative: noel.fosselle@schindler.com

Federal I.D. Tax Number: 341270056 DUNS #: _____
(If applicable)

INDIVIDUAL

Name: _____
(Signature) N/A (Name typed or printed) (Title)

Address: _____

Telephone No.: () _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Unit Price Bid Form
 - Attachment "A" - St Johns County Board of County Commissioners Affidavit
 - Attachment "B" - Certificate as to Corporate Principal
 - Attachment "C" - License / Certification List
 - Attachment "D" - Proposed Sub-Contractor and License/Certification List
 - Attachment "E" - Conflict of Interest Disclosure Form
 - Attachment "F" - Drug-Free Workplace Form
 - Attachment "G" - Proof of Insurance
 - Attachment "H" - Experience of Bidder Form
 - Attachment "I" - Claims, Liens, and Litigation History
 - Attachment "J" - On-Call Representative
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

BID NO: 18-53

INSPECTION, MAINTENANCE, AND REPAIR OF ST. JOHNS COUNTY
ELEVATORS, BOOKLIFTS, AND WHEELCHAIR LIFTS

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY,
ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Paul Narve who being duly sworn, deposes and says he is Branch Manager (Title) of the firm of Schindler Elevator Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 18-53: Inspection, Maintenance, and Repair of St. Johns County Elevators, Booklifts, and Wheelchair Lifts, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

(Bidder)
By: Paul Narve
BRANCH MANAGER
(Title)

Sworn and subscribed to me this 30 day
of April, 2018.

Notary Public:
Lorrie Troxel
Signature
Lorrie Troxel
Printed



My commission Expires: _____

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

BID NO: 18-53

INSPECTION, MAINTENANCE, AND REPAIR OF ST. JOHNS COUNTY
ELEVATORS, BOOKLIFTS, AND WHEELCHAIR LIFTS

ATTACHMENT "B"

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, PAUL NARVE, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Paul Narve

Secretary

(Attached)

Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Paul Narve to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the Schindler Elevator and that he has been authorized by to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me this 30 day of April, 2018, A.D.

NOTARY PUBLIC
State of Florida-at-large

My Commission Expires:



(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)

BID NO: 18-53

**INSPECTION, MAINTENANCE, AND REPAIR OF ST. JOHNS COUNTY
ELEVATORS, BOOKLIFTS, AND WHEELCHAIR LIFTS**

ATTACHMENT "C"

LICENSE / CERTIFICATION LIST

In the space below, the Bidder shall list all current licenses and certifications held.

The bidder shall attach a copy of each current license or certification listed below to this form.

License Name	License #	Issuing Agency	Expiration Date
Schindler Elevator Corp.	ELC0107	State of Florida - DBPR	12-31-18

**INSPECTION, MAINTENANCE, AND REPAIR OF ST. JOHNS COUNTY
ELEVATORS, BOOKLIFTS, AND WHEELCHAIR LIFTS**

ATTACHMENT "D"

PROPOSED SUB-CONTRACTOR LICENSE / CERTIFICATIONS LIST

Each Respondent shall provide the subcontractor proposed to perform any portion of work specified herein. Subcontractor must meet the minimum qualifications of this Bid and proof of current license/certification as a Certified Elevator Inspector in the State of Florida must be provided. Copies of all current licenses and certifications, pertaining to this Bid, held by the Sub-Contractor must be attached to this form. All proposed subcontractors are subject to approval by the County.

SUB-CONTRACTOR NAME: Jacksonville Elevator Inspection Service, Inc. (JEIS)

ADDRESS: 463247 State Rd. 200, Unit 6, Yulee, FL 32097

License Name	License #	Issuing Agency .	Expiration Date
JEIS	ELC0338	State of Florida - DBPR	12-31-2018

BID NO: 18-53

INSPECTION, MAINTENANCE, AND REPAIR OF ST. JOHNS COUNTY
ELEVATORS, BOOKLIFTS, AND WHEELCHAIR LIFTS

ATTACHMENT "E"

St. Johns County Board of County Commissioners

CONFLICT OF INTEREST DISCLOSURE FORM

Project (BID # 18-53) Number/Description: Inspection, Maintenance, and Repair of St. Johns County Elevators, Booklifts, and Wheelchair Lifts

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent:

Schindler Elevator Corporation

Authorized Representative(s) :

Paul
Signature

Paul MARIE, Branch Manager
Print Name/Title

Signature

Print Name/Title

BID NO: 18-53

INSPECTION, MAINTENANCE, AND REPAIR OF ST. JOHNS COUNTY
ELEVATORS, BOOKLIFTS, AND WHEELCHAIR LIFTS

St. Johns County Board of County Commissioners

ATTACHMENT "F"

DRUG-FREE WORKPLACE FORM

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

Schindler Elevator Corp. does:
Name of Firm

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 danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, 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 Florida Statute 893, as amended, 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 or plea.
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. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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



Signature

4/30/2018

Date

BID NO: 18-53

INSPECTION, MAINTENANCE, AND REPAIR OF ST. JOHNS COUNTY
ELEVATORS, BOOKLIFTS, AND WHEELCHAIR LIFTS

ATTACHMENT "G"

CERTIFICATES OF INSURANCE

(Attach or insert copy here)

* Please see attached at the end of bid documents.

BID NO: 18-53

**INSPECTION, MAINTENANCE, AND REPAIR OF ST. JOHNS COUNTY
ELEVATORS, BOOKLIFTS, AND WHEELCHAIR LIFTS**

ATTACHMENT "H"

EXPERIENCE OF BIDDER

Bidder acknowledges that he is fully licensed to perform work in the STATE OF FLORIDA.

The Bidder shall provide the following information regarding experience within the past five (5) years of this solicitation. Bidder must demonstrate the successful completion of three (3) projects of similar complexity, nature, size, and dollar amount of project.

Any material misrepresentation, as determined by the County, shall result in disqualification.

By: Schindler Elevator Corp. 4-30-18
Bidder _____ Date
[Signature]
Authorized Signature

DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION
	<i>Please see information in following page.</i>		

BID NO: 18-53

Date Of Contract	Clients Name, Address, Phone and Email	Contract Amount	Project And Location
2/10/2014	Katie Diaz St. Johns County Board of Commissioners 500 San Sebastian View Rm 017 St. Augustine, FL 32084 904-209-0653 kdiaz@sjcfl.us	Approximately \$72,000 Annually	Various buildings in St. Johns County Hydraulic and Traction Elevators
2010	Matt Delman Cloister Hotel & Beach Club 100 Cloister Dr. Sea Island, GA 31561 912-638-5169 mattdelman@seaisland.com	Approximately \$75,000 Annually	Various buildings in Sea Island, GA Hydraulic Elevators
2015	Gary Conway Oak Hammock 5100 Sw 25Th Blvd. Gainesville, FL 32608 352-548-1060 gconway@oakhammock.org	Approximately \$25,000 Annually	Oak Hammock Hydraulic Elevators

**INSPECTION, MAINTENANCE, AND REPAIR OF ST. JOHNS COUNTY
ELEVATORS, BOOKLIFTS, AND WHEELCHAIR LIFTS**

Attachment "I"

CLAIMS, LIENS, LITIGATION HISTORY

(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job? Yes _____ No If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____ If no, please explain why? _____

7. List the status of all pending claims currently filed against your company:

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No If yes, please explain in detail: _____

(Use additional or supplemental pages as needed)

BID NO: 18-53

INSPECTION, MAINTENANCE, AND REPAIR OF ST. JOHNS COUNTY
ELEVATORS, BOOKLIFTS, AND WHEELCHAIR LIFTS

ATTACHMENT "J"

ON-CALL REPRESENTATIVE

Each Respondent shall provide the name, title, phone number, and fax number of their On-Call Representative. Copies of current licenses and certifications held by the On-Call Representative must be attached to this form.

On-Call Representative:

Name: Schindler Customer Service Network Title: Call Center

Phone Number: 800-225-3123 Fax Number: N/A

On Call mechanics:

1. James Gatlin 904-568-3856
2. Chris Chinchilla 904-306-6283
3. Scott Bloome 904-673-6723

* Please note that mechanic's Certificate of Competency is attached at the end of the bid package.

INSPECTION, MAINTENANCE, AND REPAIR OF ST. JOHNS COUNTY
ELEVATORS, BOOKLIFTS, AND WHEELCHAIR LIFTS

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that Schindler Elevator Corporation as Principal, and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Five Percent of Amount Bid Dollars (\$ 5%) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated May 1, 2018,

For

Inspection, Maintenance, and Repair of St. Johns County Elevators, Booklifts, and Wheelchair Lifts
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within sixty (60) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 1st day of May, A.D., 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

Richard

PRINCIPAL:

Schindler Elevator Corporation

NAME OF FIRM:

R

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

BRANCH MANAGER
TITLE

9143 Phillips Hwy, Suite 260
BUSINESS ADDRESS

Jacksonville FL
CITY STATE

WITNESS:

Samuel E. Begun
Sam Begun

SURETY:

Fidelity and Deposit Company of Maryland
CORPORATE SURETY

Saykham Chanthasone
ATTORNEY-IN-FACT (AFFIX SEAL)
Saykham Chanthasone

1299 Zurich Way, 5th Floor
BUSINESS ADDRESS

Schaumburg IL
CITY STATE

Willis of New York, Inc.
NAME OF LOCAL INSURANCE AGENCY

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by MICHAEL BOND, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Donna M. PLANETA, Joshua SANFORD, Aimee R. PERONDINE, Aiza LOPEZ, Brian PETERS, Danielle D. JOHNSON, Michelle Anne McMAHON, Saykham CHANTHASONE and Noah William PIERCE, all of Hartford, Connecticut, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.


The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.


IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of March, A.D. 2018.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 
Assistant Secretary
Joshua Lecker


Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 12th day of March, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, MICHAEL BOND, Vice President, and JOSHUA LECKER, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



St. Johns County Board of County Commissioners

Purchasing Division

April 20, 2018

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: BID No. 18-53, Inspection, Maintenance, and Repair of St. Johns County Elevators, Booklifts, and Wheelchair Lifts

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Diana M. Fye, AS, CPPB; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

QUESTIONS:

- 1. Can the following line be deleted from the bid documents, Page 12, Indemnity: Line 4, delete "including loss of use resulting there from"?

Answer: No.

- 2. Will the following insurance adjustments be accepted?

"In lieu of naming parties as additional insured, such parties shall be named insured on an Owner's and Contractor's Protective (OCP) Liability policy with a limit of \$2,000,000. You shall maintain "All Risk" insurance upon the full value of our Work and material delivered to the job site, at no cost to Elevator Contractor."

Answer: No.

- 3. Is St. Johns County or the Elevator Contractor responsible for the cost of Third Party Witness required for the annual inspection each year?

Answer: The Elevator Contractor shall be responsible.

THE BID DUE DATE REMAINS MAY 2, 2018 AT 2:00 P.M.

Acknowledgment

Paul Narue 4/30/2018
Signature and Date

PAUL NARUE, BRANCH MANAGER
Printed Name/Title

SCHWABER ELEVATOR COOPERATION
Company Name (Print)

Sincerely,

Diana M. Fye
Diana M. Fye, AS, CPPB
Procurement Coordinator

END OF ADDENDUM NO. 1



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**BUREAU OF ELEVATOR SAFETY
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-1013**

850-487-1395

**SCHINDLER ELEVATOR CORP - JACKSONVILLE
20 WHIPPANY RD
MORRISTOWN NJ 07960**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

ELCO107 ISSUED: 12/21/2017

**ELEVATOR COMPANY
SCHINDLER ELEVATOR CORP - JACKSONVILLE
ELEVATOR COMPANY
REQUIRED TO CARRY OR BE COVERED
BY GENERAL LIABILITY INSURANCE**

**IS REGISTERED under the provisions of Ch.399 FS.
Expiration date : DEC 31, 2018 L1712210000008**

DETACH HERE

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUREAU OF ELEVATOR SAFETY**

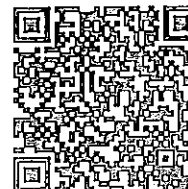
LICENSE NUMBER	
ELCO107	

The ELEVATOR COMPANY
Named below IS REGISTERED
Under the provisions of Chapter 399 FS.
Expiration date: DEC 31, 2018
**REQUIRED TO CARRY OR BE COVERED
BY GENERAL LIABILITY INSURANCE**

**SCHINDLER ELEVATOR CORP - JACKSONVILLE
9143 PHILIPS HWY STE 260
JACKSONVILLE FL 32256**



NON-
TRANSFERABLE



Request for Taxpayer Identification Number and Certification

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SCHINDLER ELEVATOR CORPORATION.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
9143 PHILIPS HWY SUITE 260

6 City, state, and ZIP code
JACKSONVILLE, FL 32256

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

3	4	-	1	2	7	0	0	5	6
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here Signature of U.S. person ▶ 

Date ▶ 1/2/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1
DATE (MM/DD/YYYY)
12/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of New York, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:	
	PHONE (A/C NO. EXT):	877-945-7378
	FAX (A/C NO.):	888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Zurich American Insurance Company	16535-003
INSURED Schindler Elevator Corporation P.O. Box 1935 20 Whippany Road Morristown, NJ 07962-1935	INSURER B: American Zurich Insurance Company	40142-001
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 25976350 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG OTHER:			GLO 6445435-28	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS-COMP/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			BAP6445436-28	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 6445438-29	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
B				WC 6668187-27	1/1/2018	1/1/2019	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEC6431 - CONT# ALL

BUREAU OF ELEVATOR INSPECTION AS RESPECTS THE OPERATIONS OF SCHINDLER ELEVATOR CORPORATION THROUGHOUT THE STATE OF FLORIDA.

CERTIFICATE HOLDER

CANCELLATION

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATIONS 1940 NORTH MONROE STREET TALLAHASSEE, FL 32399-0783	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Call: 5159097 Tpl: 2193244 Cert: 25976350 ©1988-2015 ACORD CORPORATION. All rights reserved.



**Advisory notice to policyholders regarding the
U.S. Treasury Department's Office of Foreign Assets Control
("OFAC") regulations**

No coverage is provided by this policyholder notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided.

This notice provides information concerning possible impact on your insurance coverage due to directives issued by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

Please read this Notice carefully.

OFAC administers and enforces sanctions policy based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons." This list can be located on the United States Treasury's web site - <http://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC restrictions. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUREAU OF ELEVATOR SAFETY

LICENSE NUMBER

ELCO338

The ELEVATOR COMPANY
Named below IS REGISTERED
Under the provisions of Chapter 399 FS.
Expiration date: DEC 31, 2018

REQUIRED TO CARRY OR BE COVERED
BY GENERAL LIABILITY INSURANCE

JACKSONVILLE ELEVATOR INSPECTION SERVICE INC
463247 STATE ROAD 200 UNIT 5
YULEE FL 32097



NON-
TRANSFERABLE



ISSUED: 10/29/2017

DISPLAY AS REQUIRED BY LAW

SEQ# L1710290000014



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CC3667

ISSUED: 02/28/2018

CERTIFICATE OF COMPETENCY
GATLIN, JAMES L JR
CERTIFIED ELEVATOR TECHNICIAN
REQUIRED TO CARRY OR BE COVERED
BY GENERAL LIABILITY INSURANCE

IS CERTIFIED under the provisions of Ch. 399 FS.

Expiration date: DEC 31, 2018

L180228000004



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CC3819

ISSUED: 02/21/2018

CERTIFICATE OF COMPETENCY
CHINCHILLA, CRISTIAN GERADO
CERTIFIED ELEVATOR TECHNICIAN
REQUIRED TO CARRY OR BE COVERED
BY GENERAL LIABILITY INSURANCE

IS CERTIFIED under the provisions of Ch. 399 FS.

Expiration date : DEC 31, 2018

L1802210000006



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CC1132

ISSUED: 01/10/2018

CERTIFICATE OF COMPETENCY
BLOOME, SCOTT R
CERTIFIED ELEVATOR TECHNICIAN
REQUIRED TO CARRY OR BE COVERED
BY GENERAL LIABILITY INSURANCE

IS CERTIFIED under the provisions of Ch. 399 FS.
Expiration date: DEC 31, 2018

L1601100000099

Schindler Elevator Corporation Certification

I, Thomas Sparno, Sr. Vice President and Secretary of Schindler Elevator Corporation, do hereby certify that the following elected or appointed officers and managers of Schindler Elevator Corporation hold the positions shown opposite their respective names:

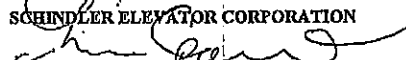
	G. Ergenbright M. Bichel T. Sparno	President Vice President & Chief Financial Officer Sr. Vice President, Secretary & General Counsel	
P. Bloom	Sr. Vice President Area Operations		AREA EAST
J. Bern	Vice President & Area General Manager		New York
K. Rainwater	Area General Manager		Area East
P. Harty	Area General Manager		Area East
M. Chatterton	General Manager		Manhattan
A. Kratzat	District Manager		Manhattan - North
A. Robles	District Manager		Manhattan - South
M. Coughlin	District Manager		Boston
P. L. Hall	District Manager		Buffalo
Michael F. Joseph	District Manager		North New Jersey
S. Kumpf	District Manager - EI		Washington DC
K. Frudhomme	District Manager NI/MOD		Washington DC
C. Covil	District NI Manager		Washington DC
D. Morosky	General Manager		Long Island
D. Paplo	District Manager		Hartford
J. Hager	General Manager		Philadelphia
A. C. Werkhoven	General Manager		New York - New Installation / Major Projects
M. Ferreira	District Manager - MOD		New York
N. Marshall	Branch Manager		Washington DC
T. Baker	Branch Manager		Syracuse
C. Wells	Branch Manager		Richmond
S. Troutman	Branch Manager		Albany
M. A. Robbins	Branch Manager		Albany
K. York	Branch Manager		Westchester/Bronx
R. L. Hoyng	Sr. Vice President Area Operations		AREA NORTH
P. Parks	Area General Manager		Area North
K. Reibert	General Manager		Area North
H. Caldwell	General Manager		Pittsburgh
R. O. Romnes	General Manager		Minneapolis
J. Block	Area General Manager		Chicago
R. Stumpf	General Manager Adams Elevator Equip. Co.		Chicago
J.E. Riffer	Area General Manager		Cleveland
V. M. Garfield	General Manager		Las Vegas
L. Hafner	General Manager		Detroit
J. L. Case	District Manager		Milwaukee
E. Frysinger	District Manager		Seattle
E. Richardson	District Manager		Denver
J. A. Stumph	District Manager		Bolse / Spokane / Salt Lake City
N. M. Groth	District Manager - NI		Chicago
G. R. Cunningham	Branch Manager		Chicago
E. Burchick	Area Operations Manager, EI		Chicago
D. DeVault	General Manager		Cleveland
M. Sullivan	Branch Manager		Columbus
R. Papp	Branch Manager		Toledo
Z. Mitchell	Branch Manager		Portland
M. Guevkowsk	Branch Manager		Grand Rapids
T. Ousculjoglou	Branch Manager		Cincinnati
G. Auten	Branch Manager		Kansas City
T. Dorsten	Branch Manager		Indianapolis
K. H. Spielmann	Branch Manager		Madison
R. J. Dorfand	Sr. Vice President Area Operations		AREA SOUTH
M. Lukov	Area General Manager		Area South
G. Rodenhelser	Area General Manager		Area South
R. Lamelas	Area General Manager		Area South
D. Baslin	General Manager		Miami
C. Fulda	General Manager		Dallas
M. Evans	District Manager, NI		Dallas
R. T. Falduti	General Manager RDO		Charlotte
M. Davis	General Manager		Charlotte
O. P. Leone	General Manager		Houston
M. Franck	District Manager, NI		Houston
K.B. Bailey	District Manager		Atlanta
D. Davis	General Manager		Los Angeles
L. Mizuguchi	District Manager		Honolulu
S. B. Fitzsimons	District Manager		Irvine
R. H. Ludwig	District Manager		New Orleans
B. Cave	District Manager		San Francisco
D. N. Sclater	District Manager		Orlando
M. L. Shelburne	District Manager		San Antonio
M. Owens	Branch Manager		San Antonio
D. Hamasaki	District Manager - NI		Honolulu
B. Burko	Branch Manager		Fort Worth
T. K. Bossen	Branch Manager		Phoenix
T. M. Ferro	Branch Manager		Sacramento
R. P. Frith	Branch Manager		Charleston
J. Garrett	Branch Manager		Birmingham
T. Whiteheart	Branch Manager		Raleigh
F. Schwager	Branch Manager		Shreveport
S. Huber	General Manager		St. Louis / Kansas City / Des Moines
W. L. Hilliard, Jr.	Branch Manager		Tampa
S. Owens	Branch Manager		Tulsa
E. Nyera	Branch Manager		San Juan
P. Narve	Branch Manager		Jacksonville
K. Kisanore	Branch Manager		Austin
D. Lajca	Branch Manager		San Diego
M. Bernhard	Area General Manager RDO		Pittsburgh
D. Bender	Area General Manager RDO		Dallas
O. Scholeva	RDO Program Director		NA Operations Staff - SEC
W. V. Fiacco	Sr. Vice President		Account Management Zone Americas
R. Bonds	Director		Key Account Management
S. Schepfle	Vice President		Quality and Safety
M. Azzaru	Director		Major Projects
J. Sanchez	Director		Marketing & Sales/National Accounts
N. Mhatre	Vice President & CIO		Information Systems - Zone Americas
K. A. Rodgers	Vice President		Existing Installations
M. Fergus	Vice President		Supply Chain
M. Yurchuk	Vice President		Human Resources - SEC
A. McFarlane	Vice President		Portfolio
J. L. Rainwater	Sr. Vice President		Existing Installations and Modernization Business
M. Ramandane	Sr. Vice President		New Installations

and that such persons have been authorized, consistent with the corporate bylaws and resolutions and when acting in the ordinary course or conduct of business, to sign proposals, bid bonds, and contract bonds and to enter into contracts for the sale, installation, maintenance, inspection and repair of apparatus, service and supplies on behalf of Schindler Elevator Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Schindler Elevator Corporation.

SCHINDLER ELEVATOR CORPORATION

By:


Thomas Sparno, Sr. Vice President & Secretary

Addendum A

BID NO: 18-53:

**INSPECTION, MAINTENANCE, AND REPAIR
OF ST. JOHNS COUNTY ELEVATORS, BOOKLIFTS,
AND WHEELCHAIR LIFTS**

**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
500 San Sebastian View, St. Augustine, FL 32084**

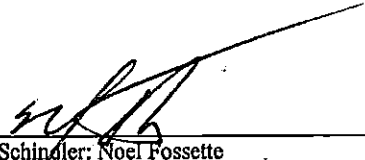
This Addendum shall be made a part of this agreement, and in the event of conflict with other parties, terms, conditions or contract documents, this Addendum shall be final.

1. Specifications, Loss, Damages, Or Delay: Amend to add "strikes, lockouts, and labor disputes."
2. Amend to add the following to the agreement: "Schindler Elevator Corporation shall not be liable for damages of any kind, whether in contract or in tort, in excess of the annual price of this agreement. In no event shall Schindler Elevator Corporation be liable for special, indirect, consequential or liquidated damages for default or delay. Purchaser's remedies hereunder are exclusive."

Please Note: All other existing terms and conditions shall apply.

Signed:

Purchaser: Date



Schindler: Noel Fossette
Account Manager

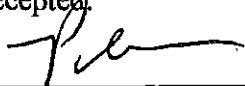
4-30-18

Date

Please Print Name & Title

Company Name

Accepted:

 4/30/2018

Schindler: Paul Narve - Branch Manager Date



St. Johns County Board of County Commissioners

Purchasing Division

April 20, 2018

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: BID No. 18-53, Inspection, Maintenance, and Repair of St. Johns County Elevators, Booklifts, and Wheelchair Lifts

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Diana M. Fye, AS, CPPB; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

QUESTIONS:

- 1. Can the following line be deleted from the bid documents, Page 12, Indemnity: Line 4, delete "including loss of use resulting there from"?

Answer: No.

- 2. Will the following insurance adjustments be accepted?

"In lieu of naming parties as additional insured, such parties shall be named insured on an Owner's and Contractor's Protective (OCP) Liability policy with a limit of \$2,000,000. You shall maintain "All Risk" insurance upon the full value of our Work and material delivered to the job site, at no cost to Elevator Contractor."

Answer: No.

- 3. Is St. Johns County or the Elevator Contractor responsible for the cost of Third Party Witness required for the annual inspection each year?

Answer: The Elevator Contractor shall be responsible.

THE BID DUE DATE REMAINS MAY 2, 2018 AT 2:00 P.M.

Acknowledgment

Signature and Date

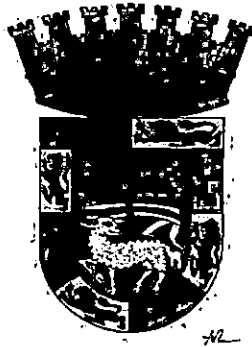
Printed Name/Title

Company Name (Print)

Sincerely,

Diana M. Fye, AS, CPPB
Procurement Coordinator

END OF ADDENDUM NO. 1



**ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS**

BID NO: 18-53

**INSPECTION, MAINTENANCE, AND REPAIR
OF ST. JOHNS COUNTY ELEVATORS, BOOKLIFTS,
AND WHEELCHAIR LIFTS**

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150
www.sjcfcl.us/Purchasing/index.aspx**

FINAL: 03/27/18

**Bid No: 18-53; Inspection, Maintenance, and Repair of St. Johns County
Elevators, Booklifts, and Wheelchair Lifts**

TABLE OF CONTENTS

FRONT END BID DOCUMENTS

Notice to Bidders

Instruction to Bidders

Official County Bid Form

Attachments:

“A” – St Johns County Board of County Commissioners Affidavit

“B” – Certificate as to Corporate Principal

“C” – License/Certification List

“D” – Proposed Sub-Contractor and License/Certification List

“E” – Conflict of Interest Disclosure Form

“F” –Drug-Free Workplace Form

“G” – Proof of Insurance

“H” – Experience of Bidder Form

“I” – Claims, Liens, Litigation History

Bid Bond Form

Sealed Bid Mailing Label

SPECIFICATIONS

END OF TABLE OF CONTENTS)

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, May 2, 2018 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for Bid No: 18-53: Inspection, Maintenance, and Repair of St. Johns County Elevators, Booklifts, and Wheelchair Lifts. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered to or received by the Purchasing Department after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

Scope of Work:

The project includes the provision of all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision, and all other work, materials, and incidentals expressly required for the inspection, maintenance, and repairs of all St. Johns County elevators, booklifts, wheelchair lifts, elevator machine rooms, and related machinery and controls in a clean, safe, and efficient manner, fulfilling all current and applicable laws, regulations, and codes.

Minimum Qualifications

Prime Bidder must be fully licensed to do business in the State of Florida, and be currently licensed as a Certified Elevator Inspector in the State of Florida. If meeting the minimum qualification through a sub-contractor, the Bidder must submit, with the bid proposal, the name of the sub-contractor currently licensed as a Certified Elevator Inspector in the State of Florida. Technicians assigned to work on the County's elevators and lifts are to possess a current "Certification of Competency" issued by the State of Florida as defined in Florida Statutes 399. Copies of current licenses and certifications for the Prime Bidder, Sub-Contractor, and assigned Technicians must be provided with the submitted Bid Proposal.

In order to be considered responsive and responsible, Bidders must have an on-call representative who can respond to service calls as follows. The on-call representative must be able to respond within a two-hour time frame, from time of notification to emergency minor adjustment requests for "redos" or for no-shows. For Emergency notifications for people trapped, major leaks, etc., response time shall be within ninety (90) minutes of placement of the initial call for service.

Pre-Bid Conference & Site Visits

There will be a **Non-Mandatory** Pre-Bid Conference on Wednesday, April 11, 2018 at 9:00 AM at the St. Johns County Administration Building, 500 San Sebastian View, St. Augustine FL 32084, in the Aviles Conference Room, with site visits immediately following with property managers. Attendance is strongly recommended, but is not required at the Pre-Bid Conference in order to be eligible to submit a bid for this project.

Bid Documents, Project Specifications and Drawings

Bid Documents related to this bid may be obtained from Onvia DemandStar, Inc., at the following web address: www.demandstar.com by requesting St. Johns County Bid Document # 18-53. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx. Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from Diana M. Fye, AS, CPPB, Procurement Coordinator, St. Johns County Purchasing, via email to dfye@sjcfl.us or fax to (904) 209-0163.

Designated Point of Contact

The County's Designated Point of Contact for this Bid is Diana M. Fye, AS, CPPB, Procurement Coordinator, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Ms. Fye, *in writing*, via email at dfye@sjcfl.us or fax to (904) 209-0163. In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact Leigh Daniels, CPPB, Procurement Supervisor at ldaniels@sjcfl.us.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
HUNTER S. CONRAD, CLERK

BY: _____
Deputy Clerk

FRONT END BID DOCUMENTS.

BID NO: 18-53

INSTRUCTION TO BIDDERS

OWNER: The Board of County Commissioners of St. Johns County, Florida ("County")

PROJECT: BID NO.: 18-53; Inspection, Maintenance, and Repair of St. Johns County Elevators, Booklifts, and Wheelchair Lifts

DEFINITIONS

All definitions set forth in the General Conditions of the Contract or in other Contract Documents are applicable to the Bidding Documents.

Addenda are written or graphic instruments issued by the Purchasing Department prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

Base Bid is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

Bid An offer, as a price, whether for payment or acceptance. A quotation, specifically given to a prospective purchaser upon its request, usually in competition with other vendors

Bid (Formal or Sealed) A request for firm prices by Advertised Legal Notice. Prices are submitted in sealed envelopes and in conformance with a prescribed format, all of which are opened in public on an appointed hour and date as advertised.

Bid Bond A good faith monetary commitment which a bidder or surety forfeits to the County of the bidder refuses, or is unable to enter into a contract after submitting a bid, or the bidder cannot furnish the required bonds, usually five percent (5%) of the bid proposal price.

Bidder is a firm or individual who submits a Bid to the Owner for the work described in the proposed Contract Documents.

Bidding Documents include the Advertisement/Notice to Bidders, Front End Bid Documents, Contract Agreement, Specifications and Plans including any Addenda issued prior to receipt of Bids.

Contract A delivered agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a vendor. A unilateral contract is one in which only one party promises performance. A bilateral contract is one in which both parties promise performance.

Contractor An individual or firm having a contract to provide goods, service or construction for a specified price

County St. Johns County, a political subdivision of the State of Florida (F.S. 217.73)

Responsible Bidder A bidder capable of performing in all respects to fulfill the contract requirements. This includes having the ability to perform, the experience, reliability, capacity, credit, facilities and equipment to meet the contractual obligation.

Responsive Bid, Responsive Proposal, or Responsive Reply A bid, proposal, or reply submitted by a responsive and responsible vendor conforming in all material respects to the solicitation.

Specifications A clear, complete and accurate statement of the physical, functional or technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements are met.

Subcontractor A party who contracts with a prime contractor to perform all or any part of the prime contractor's obligations.

Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents which shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

BIDDER'S REPRESENTATION

Each Bidder, by marking his Bid, represents that he has read and understands the Bidding and Contract Documents and his Bid is made in accordance herewith: he has visited the Site and has familiarized himself with the local conditions under which the Work is to be performed; and his Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.

BIDDING DOCUMENTS

Bidding documents may be obtained from www.demandstar.com or SJC Purchasing, in the number and for the purchase sum if any as stated in the Advertisement or Invitation - Notice to Bidders. Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents. The County, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the County of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the County at least **fourteen (14) days** prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bidding Documents by the County or its Representative **seven (7) days** prior to Bid receiving date, however, the County reserves the authority to decrease this time depending on the necessity of such change.

SUBSTITUTIONS

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the County at least **fourteen (14) days** prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project manager's approval or disapproval of a proposed substitution shall be final.

If County Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall **not** rely upon approval made in any other manner.

PRE-BID CONFERENCE & SITE VISITS

There will be a **Non-Mandatory** Pre-Bid Conference on **Wednesday, April 11, 2018** at 9:00 AM at the St. Johns County Administration Building, 500 San Sebastian View, St. Augustine FL 32084, in the Aviles Conference Room, with site visits immediately following with property managers. Attendance is strongly recommended, but is not required at the Pre-Bid Conference in order to be eligible to submit a bid for this project.

The sites will be available for interested bidders to visit after the Pre-Bid Conference at the following estimated times listed below. Property managers at each location will conduct the site visits. **Questions will not be answered at the site visits.** Any and all questions relating to this bid must be submitted in writing as provided herein.

Site # / Location	Property Manager	(Estimated) TIME
1 St Johns County Administration Building, 500 San Sebastian View, St Augustine, FL	Amanda Kiesel	9:15 AM
a. Two (2), three (3) landing traction KONE Ecospace Elevators, and		
b. Two (2), two (2) landing traction KONE Ecospace Elevators		
2 St. Johns County Health & Human Services Building, 200 San Sebastian View, St. Augustine, FL	Amanda Kiesel	9:45 AM
a. Two (2), two (2) landing traction Schindler 3300 Elevators.		
3 St. Johns County Permit Center, 4040 Lewis Speedway, St. Augustine, FL	Amanda Kiesel	10:15 AM
a. One (1), three (3) landing hydraulic Schindler elevator.		
4 St. Johns County Service Center, 4030 Lewis Speedway, St. Augustine, FL	Amanda Kiesel	10:45 AM
a. One (1), two (2) landing hydraulic Schindler elevator.		
5 St. Johns County Courthouse, 4010 Lewis Speedway, St. Augustine, FL	Tommy Mulligan	11:15 AM
a. Two (2), two (2) landing hydraulic Mowrey elevators;		
b. Seven (7), three (3) landing hydraulic Mowrey elevators; and		
c. Two (2), three (3) stop U-Lift wheelchair lifts		
6 St. Johns County Courthouse East, 4010 Lewis Speedway, St. Augustine, FL	Tommy Mulligan	11:45 AM
a. One (1), two (2) landing hydraulic Mowrey elevator, and		
b. One (1), three (3) stop U-Lift wheelchair lift		
7 Supervisor of Elections/Sheriffs Operations Center/Clerk's Warehouse, 4455 Ave. "A", St. Augustine, FL	Tommy Mulligan	12:15 PM
a. Three (3), two (2) landing WILDECK booklifts.		
8 St. Johns County Detention Center, 3955 Lewis Speedway, St. Augustine, FL	Tommy Mulligan	12:45 PM
a. One (1), four (4) landing Dover Elevator.		
9 St. Johns County Fire/Rescue Administration Building, 3657 Gaines Road, St. Augustine, FL	Cyndi Krause	2:15 PM
a. One (1), two (2) landing hydraulic Schindler elevator.		
10 St. Johns County Utility Department, 1205 State Road 16, St. Augustine, FL	Justin Howell	2:45 PM
a. One (1), two (2) landing hydraulic Schindler Elevator.		
11 The Solomon Calhoun Center, 1300 Duval Street, St. Augustine, FL	Joe Licari	3:15 PM
a. One (1), one (1) stop Poruch wheelchair lift.		
12 Historic Hastings High School Building, 6195 S. Main St., Hastings, FL	Justin Howell	4:00 PM
a. One (1) 2 landing hydraulic elevator.		

DESIGNATED POINT OF CONTACT

The County's Designated Point of Contact for this Bid is Diana M. Fye, AS, CPPB, Procurement Coordinator, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Ms. Fye, *in writing*, via email at dfye@sjcfl.us or fax to (904) 209-0163. In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact Leigh Daniels, CPPB, Procurement Supervisor at ldaniels@sjcfl.us.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact. Questions are due

no later than five o'clock (5:00PM) on **Wednesday, April 18, 2018**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

ADDENDA

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

Each Bidder shall ascertain prior to submitting a bid, that all issued addenda have been received, and each Bidder **shall** acknowledge receipt, of all issued addenda in the space provided in the Official County Bid Form, and a fully acknowledged copy of each issued addendum must be included in the submitted bid proposal. Failure to provide fully acknowledged copies of each addendum may result in a bid proposal being deemed non-responsive.

FORM AND STYLE OF BIDS

Bids shall be submitted in **TRIPLICATE (one (1) original and two (2) copies)** on the required forms provided herein. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in this Document.

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "**BID NO: 18-53; Inspection, Maintenance, and Repair of St. Johns County Elevators, Booklifts, and Wheelchair Lifts.**"

See Example Below:

ABC Company, Inc.
123 Aviles Street
St. Augustine, FL 32084

St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT

At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. Any interlineations, alteration or erasure must be initialed by the signer of the Bid, failure to do so may cause the Bidder's proposal to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

Each copy of the Bid Proposal shall include the company name, address, telephone number and legal name of Bidder and a statement whether Bidder is sole proprietor, a partnership, a corporation or any other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed.

A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

SUBMISSION OF BIDS

All copies of the Bid, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope or container.

The envelope or container shall be addressed as required in the "Instruction to Bidders", and shall be identified with the Bid Number, Project Name, the Bidder's Name, and return address, and portion of the project or category of work for which the Bid is submitted. The envelope containing the above Bid Documents shall be enclosed in an outer envelope and identified in the same manner as shown above.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened.

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

BID SECURITY

Each submitted Bid shall be accompanied by a Bid Security, submitted on the Bid Bond Form provided herein, or in the form of a certified or cashier's check, in the amount of five percent (5%) of the Total Proposed Annual Price amount submitted on the Official County Bid Form pledging that the Bidder will enter into a contract with the County on the terms stated in the Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the County, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security in the form of a certified or cashier's check must be made payable to the Board of County Commissioners of St. Johns County. Bidders submitting a certified or cashier's check as the bid security are not required to submit Attachment "B" – Certificate as to Corporate Principal, or the Bid Bond forms provided herein.

A Bid Security in the form of a Bid Bond shall be written on the form provided herein, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney. Acceptable surety companies are defined herein under "Surety Bond". The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department. Any Bidder submitting a Bid Security in the form of a Bid Bond must also submit Attachment "B" – Certificate as to Corporate Principal.

The County shall have the right to retain the Bid Security of Bidders until either: (a) the Contract is executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

BID BOND INSTRUCTIONS

If a Bidder chooses to submit a Bid Bond on the form provided herein, he must submit the bond as follows:

1. Prepare and submit one (1) original and two (2) copies of the required Bid Bond Forms as shown above
2. Type or print Bidder's and Surety's names in the same language as in the Advertisement, or Invitation to Bid.
3. Affix the Corporate Seal, and type or print the name of the Surety on the line provided and affix its corporate seal.
4. Attach a copy of Surety agent's Power of Attorney, unless the Power of Attorney has been recorded in St. Johns County. If it has been recorded, give the record book and page. If not recorded, the copy of the Power of Attorney must have an original signature of the Secretary or Assistant Secretary of Surety certifying the copy. The Surety's corporate seal must be affixed.

BID POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the terms in this Bid Solicitation. The County may re-advertise this Bid; postpone or cancel, at any time, this Bid process; or waive any irregularities in this Bid or in the proposals received as a result of this Bid.

MODIFICATION OR WITHDRAWAL OF BID

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the

party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

COSTS INCURRED BY BIDDERS

All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the Bidder(s). No rights of ownership will be conferred until title of the property is transferred to the successful bidder. All fees for copying and reproduction services for items listed herein are nonrefundable.

CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addenda to the Advertisement/Notice to Bidders, the properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the bid amounts of the Base Bids and major Alternates, if any, will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Department bulletin board for seventy two (72) hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

Rejection of Bids: The County reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

Acceptance of Bid (Award): The County shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received. If the Contract is awarded, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

It is the intent of the County to award a contract to the vendor who submits the lowest responsive, responsible Bid on the basis of the sum of the annual price, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, does not exceed the funds budgeted for the Work and is deemed to be in the best interest of the County.

The County may consider award to multiple vendors, if awarding multiple contracts is more cost effective than awarding a single contract based on pricing for the County as a whole.

QUALIFICATION OF CONTRACTORS

Minimum Qualifications:

Prime Bidder must be fully licensed to do business in the State of Florida, and be currently licensed as a Certified Elevator Inspector in the State of Florida. If meeting the minimum qualification through a sub-contractor, the Bidder must submit, with the bid proposal, the name of the sub-contractor currently licensed as a Certified Elevator Inspector in the State of Florida. Technicians assigned to work on the County's elevators and lifts are to possess a current "Certification of Competency" issued

by the State of Florida as defined in Florida Statutes 399. Copies of current licenses and certifications for the Prime Bidder, Sub-Contractor, and assigned Technicians must be provided with the submitted Bid Proposal.

In order to be considered responsive and responsible, Bidders must have an on-call representative who can respond to service calls as follows. The on-call representative must be able to respond within a two-hour time frame, from time of notification to emergency minor adjustment requests for "redos" or for no-shows. For Emergency notifications for people trapped, major leaks, etc., response time shall be within ninety (90) minutes of placement of the initial call for service.

SUB-CONTRACTORS

Each Bidder shall submit to the County, a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form, Attachment "D", is provided in the Bidding Documents. If no Subcontractors or major material suppliers are required, so state there on.

Upon request by the County, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Prior to the award of the Contract, the County will notify the Bidder in writing if either the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Bidder then may, at his option, withdraw his Bid without forfeiture of Bid Security or submit an acceptable substitute at no increase in Bid price. If the Bidder fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may, at his option, disqualify the Bidder, at no cost to the County.

The County reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County.

FORM OF AGREEMENT BETWEEN COUNTY AND CONTRACTOR

Form to be used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Standard Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum. In the event of a conflict in specifications or contract requirements the more stringent shall apply.

EXECUTION OF CONTRACT DOCUMENTS

The awarded Contractor shall return signed copies of the Contract Agreement to the SJC Purchasing Department within ten (10) consecutive calendar days of receipt of Notice of Award. St. Johns County shall return a fully executed original copy of the Contract Agreement to the Contractor no later than seven (7) consecutive calendar days after the return of the signed copies from the Contractor.

CONTRACT DURATION & RENEWAL

The Contract Agreement for the services provided herein shall be on a form furnished by St. Johns County. The initial Contract Term shall be for a period of three (3) years, **providing satisfactory performance is maintained.** The Contract may be renewed in one (1) two (2) year renewals if all of the following criteria are met: Satisfactory performance by the Contractor, approval by the SJC Purchasing Director and SJC Facilities Management, or their designees, and availability of funds for the fiscal year of the renewal period, **providing satisfactory performance is maintained.**

INDEMNITY

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County, its officials, and employees, from and against liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from performance of the work, provided that such liability, claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part, by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefits acts.

BACKGROUND CHECKS

The awarded Contractor shall be required to perform background screenings on any and all personnel to perform services, at any time, on County property, under the awarded Agreement. The awarded Contractor shall certify, in writing, that all personnel proposed to perform work under the awarded Contract have been screened through the appropriate method outlined below, prior to any work being performed. Any and all personnel performing services on County property, under the awarded Agreement, must be properly screened, and must meet the criteria provided below:

- A. Level I Background Screenings are required for any and all Contractor provided personnel performing services on County property. Background screenings include, but are not limited to, national and local criminal history, driver license record, national sexual offender, and employment history.
- B. Level II Background Screenings are required for any and all Contractor provided personnel as specified in Chapter 435.06, Florida Statutes.
- C. Contractor provided personnel who undergo a Level I or Level II Background Screening and who are awaiting final disposition of a felony case, or who, in the past ten (10) years were found guilty of a felony offense, have had adjudication withheld in a felony case, or entered into a pre-trial intervention in a felony case may not perform any services under the awarded Agreement, if it is determined that the arrest record and/or the Court's action is relevant to the position and therefore makes the individual unsuitable to perform services on County property.

The awarded Contractor shall be required to make any and all records from background screenings of Contractor provided personnel available to the County for review/audit, upon request from the County. The Contractor shall be responsible for obtaining any and all necessary permissions from the screened individuals allowing the transmission of records to the County for review.

TERMINATION

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein St. Johns County shall provide written notification of any and all items of non-compliance. The Contractor shall then have five (5) consecutive calendar days to correct any and all items of non-compliance, or take acceptable corrective action, as determined by the County. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken, as determined by the County, within the five (5) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving fourteen (14) consecutive calendar days written notice to the Contractor. In the event, the County issues more than one (1) Notice of Non-Compliance or Default during the term of the Contract Agreement, the County may terminate the Contract Agreement, for Cause.

The County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Contractor of intention to do so.

If, at any time, the Contract Agreement with the awarded vendor is terminated by the County, whether for cause or for convenience, the County may, at its sole discretion, negotiate with the second lowest, responsible, responsive bidder, in order to enter into a contract with that vendor to complete the remaining, specified services to prevent a gap in performance of services for the County, if it serves the best interest of the County to do so.

PRICING

The pricing under this Bid shall remain firm throughout the duration of the initial term of this Contract Agreement. No pricing increases will be permitted during the initial term. Price increases shall only be considered at the time Contract Renewal(s) is issued. The Contractor shall submit any requests for increases in pricing no later than sixty (60) days prior to the effective date of the Contract Renewal. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior twelve

(12) months CPI - All Urban Consumers (CPI-U), unless otherwise approved by the County. Should the requested price increase be considered excessive or determined not to be competitive for the services, the County reserves the right to deny the requested price increase, or terminate the Contract Agreement, and re-bid for these services. All prices shall remain firm for the period of each Contract Renewal term.

Work covered under this Contract includes: cost of replacement parts (no mark-up), annual inspections, monthly maintenance, on-call emergency repair services, and on-call emergency responses during normal business hours. Normal business hours are Monday – Friday, 8:00am – 5:00pm, excluding County observed holidays. Labor for on-call emergency repair work conducted after normal business hours shall be billed at established “after hours” rates.

The County will not pay for travel or mileage for Maintenance/Repair work or Emergency After-Hours Work. Time will begin when Contractor arrives on site and end when Contractor leaves the site.

METHOD OF PAYMENT

The Contractor shall invoice the SJC Building Operations Division, for services satisfactorily performed, at the end of each month. The date of the invoice shall not exceed thirty (30) calendar days from the date of services performed. Under no circumstances shall the invoice be submitted to the County in advance of the performance of services. The County reserves the right to refuse, reduce, or prorate invoices/payment for services not performed or the unsatisfactory performance of services during any month.

Failure to submit invoices in the prescribed manner may delay payment. Invoices shall be submitted as stated below:

St. Johns County Building Operations Division
ATTN: Administrative Manager
500 San Sebastian View
St. Augustine, FL 32084

St. Johns County Payment Terms: Net 30 Days per 218.74(2) Florida Statutes

At a minimum, all invoices shall contain the following basic information:

- Vendor Information (Full Legal Name, Address, Phone, Fax)
- Date of Invoice, Invoice Number
- SJC Purchase Order Number, Master Contract Number, Bid Number
- Unit Prices / Extended Prices / Total Price of Invoice
- Description of Services Performed

TAXES

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder’s proposal.

INSURANCE

The Contractor shall not commence work under the awarded Contract Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers’ Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under the awarded Contract Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this

contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

GOVERNING LAWS & REGULATIONS

The Contractor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and Chapter 286 Freedom of Information Act, and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Bids and the responses thereto are public record. Proposers should identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.

END OF SECTION

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

BID NO: 18-53

**OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA**

**PROJECT: INSPECTION, MAINTENANCE, AND REPAIR OF ST. JOHNS COUNTY
ELEVATORS, BOOKLIFTS, AND WHEELCHAIR LIFTS**

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: _____

BID PROPOSAL OF

Full Legal Company Name

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 18-53 Inspection, Maintenance, and Repair of St. Johns County Elevators, Booklifts, and Wheelchair Lifts in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

A. TOTAL PROPOSED ANNUAL PRICE: \$ _____

Total Annual Proposed Amount: \$ _____ / 00

(Amount Written in Words)

Bidder shall insert the Total Annual Proposed Price in numerals and in words for services requested under this sealed Bid. If there is a discrepancy, the amount written in words shall prevail as the correct proposed amount.

Each Bidder shall submit the monthly rates per unit, after-hours hourly labor rate, and non-preventative maintenance/repair normal business hours hourly labor rate in the table below. The total monthly rate for all units in section "A" of the table below shall dictate the total annual proposed price submitted on the Bid Proposal above. Failure to submit individual monthly rates for the identified units per location may result in removal from consideration for award of a contract.

The Annual Proposed Price submitted above shall include any and all fees, surcharges, and any other additional monies associated with performing the work required by this Contract. The Annual Proposed Price above shall be the final price charged to the County for work performed.

The County may consider award to multiple vendors, if awarding multiple contracts is more cost effective than awarding a single contract based on pricing for the County as a whole.

PRICING PROPOSAL FORM
ITEMIZED PRICING SCHEDULE
MONTHLY RATES PER UNIT, AFTER-HOURS LABOR RATE,
AND NON-PREVENTATIVE MAINTENANCE/REPAIR NORMAL BUSINESS HOURS LABOR RATE

A.	MONTHLY RATES: (This unit price is the monthly rate for all covered work provided to the County during normal business hours (i.e. Monday – Friday, 8:00am – 5:00pm, excluding County observed holidays.) Covered work includes cost for annual inspections, monthly maintenance and on-call emergency repair services including cost of replacement parts, and on-call emergency responses during normal business hours)		MONTHLY RATE PER UNIT
1.	St Johns County Administration Building 500 San Sebastian View, St Augustine, FL		
	1a.	Two (2), three (3) landing KONE Ecospace elevators	\$ _____
	1b.	Two (2), two (2) landing KONE Ecospace elevators	\$ _____
2.	St. Johns County Health & Human Services Building, 200 San Sebastian View, St. Augustine, FL		
	2a.	Two (2), two (2) landing Schindler 3300 elevators	\$ _____
3.	St. Johns County Service Center, 4030 Lewis Speedway, St. Augustine, FL		
	3a.	One (1), two (2) landing hydraulic Schindler elevator	\$ _____
4.	St. Johns County Permit Center, 4040 Lewis Speedway, St. Augustine, FL		
	4a.	One (1), three (3) landing hydraulic Schindler elevator	\$ _____
5.	St. Johns County Courthouse, 4010 Lewis Speedway, St. Augustine, FL		
	5a.	Two (2), two (2) landing hydraulic Mowrey elevators	\$ _____
	5b.	Seven (7), three (3) landing hydraulic Mowrey elevators	\$ _____
	5c.	Two (2), three (3) stop U-Lift wheelchair lifts	\$ _____
6.	St. Johns County Courthouse East, 4010 Lewis Speedway, St. Augustine, FL		
	6a.	One (1), two (2) landing hydraulic Mowrey elevator	\$ _____
	6b.	One (1), three (3) stop U-Lift wheelchair lift	\$ _____
7.	Supervisor of Elections/Sheriffs Operations Center/Clerk’s Warehouse, 4455 Ave. “A”, St. Augustine, FL		
	7a.	Three (3), two (2) landing WILDECK booklifts	\$ _____
8.	St. Johns County Detention Center, 3955 Lewis Speedway, St. Augustine, FL		
	8a.	One (1), four (4) landing Dover elevator	\$ _____
9.	St. Johns County Fire/Rescue Administration Building, 3657 Gaines Road, St. Augustine, FL		
	9a.	One (1), two (2) landing hydraulic Schindler elevator	\$ _____

BID NO: 18-53

A.	MONTHLY RATES (Continued)		MONTHLY RATE PER UNIT
10:	St. Johns County Utility Department, 1205 State Road 16, St. Augustine, FL		
	10a.	One (1), two (2) landing hydraulic Schindler elevator	\$ _____
11:	The Solomon Calhoun Center, 1300 Duval Street, St. Augustine, FL		
	11a.	One (1), one (1) stop Poruch wheelchair lift	\$ _____
12	Historic Hastings High School Building, 6195 S. Main St., Hastings, FL		
	12a.	One (1) 2 landing hydraulic elevator	\$ _____
TOTAL MONTHLYRATE (all units)			\$ _____
TOTAL PROPOSED ANNUAL PRICE (Total Monthly Rate multiplied by 12 months)			\$ _____

B.	AFTER HOURS HOURLY LABOR RATE (This unit price is the hourly labor rate for all covered on-call emergency repair work provided during hours other than those classified as "normal business hours" as stated above.)	\$ _____ / Hour
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C.	NON-PREVENTATIVE MAINTENANCE/REPAIR NORMAL BUSINESS HOURS HOURLY LABOR RATE (This unit price is the hourly labor rate for all non-covered on-call maintenance/emergency repair costs provided during "normal business hours" as stated above.)	\$ _____ / Hour
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BID NO: 18-53

During the preparation of the Bid, the following addenda, if any, were received:

No.: _____ Date Received:

No.: _____ Date Received:

No.: _____ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

Bid No: 18-53

CORPORATE/COMPANY

Full Legal Company Name: _____ (Seal)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

Address: _____

Telephone No.: (____) _____ Fax No.: (____) _____

Email Address for Authorized Company Representative: _____

Federal I.D. Tax Number: _____ DUNS #: _____
(If applicable)

INDIVIDUAL

Name: _____
(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: (____) _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Unit Price Bid Form
 - Attachment "A" – St Johns County Board of County Commissioners Affidavit
 - Attachment "B" – Certificate as to Corporate Principal
 - Attachment "C" – License / Certification List
 - Attachment "D" – Proposed Sub-Contractor and License/Certification List
 - Attachment "E" – Conflict of Interest Disclosure Form
 - Attachment "F" – Drug-Free Workplace Form
 - Attachment "G" – Proof of Insurance
 - Attachment "H" – Experience of Bidder Form
 - Attachment "I" – Claims, Liens, and Litigation History
 - Attachment "J" – On-Call Representative
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

**INSPECTION, MAINTENANCE, AND REPAIR OF ST. JOHNS COUNTY
ELEVATORS, BOOKLIFTS, AND WHEELCHAIR LIFTS**

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY,
ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared _____ who being duly sworn, deposes and says he is _____ (Title) of the firm of _____ Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 18-53; Inspection, Maintenance, and Repair of St. Johns County Elevators, Booklifts, and Wheelchair Lifts, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

(Bidder)

By: _____

(Title)

Sworn and subscribed to me this _____ day
of _____, 20____.

Notary Public:

Signature

Printed

My commission Expires: _____

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

**INSPECTION, MAINTENANCE, AND REPAIR OF ST. JOHNS COUNTY
ELEVATORS, BOOKLIFTS, AND WHEELCHAIR LIFTS**

ATTACHMENT "B"

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary

Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me this _____ day of _____, 20____, A.D.

NOTARY PUBLIC
State of Florida-at-large

My Commission Expires:

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)

BID NO: 18-53

**INSPECTION, MAINTENANCE, AND REPAIR OF ST. JOHNS COUNTY
ELEVATORS, BOOKLIFTS, AND WHEELCHAIR LIFTS**

ATTACHMENT "C"

LICENSE / CERTIFICATION LIST

In the space below, the Bidder shall list all **current** licenses and certifications held.

The bidder shall attach a copy of each current license or certification listed below to this form.

License Name	License #	Issuing Agency	Expiration Date

**INSPECTION, MAINTENANCE, AND REPAIR OF ST. JOHNS COUNTY
ELEVATORS, BOOKLIFTS, AND WHEELCHAIR LIFTS**

ATTACHMENT "D"

PROPOSED SUB-CONTRACTOR LICENSE / CERTIFICATIONS LIST

Each Respondent shall provide the subcontractor proposed to perform any portion of work specified herein. Subcontractor must meet the minimum qualifications of this Bid and proof of current license/certification as a Certified Elevator Inspector in the State of Florida must be provided. Copies of all current licenses and certifications, pertaining to this Bid, held by the Sub-Contractor must be attached to this form. All proposed subcontractors are subject to approval by the County.

SUB-CONTRACTOR NAME: _____

ADDRESS: _____

License Name	License #	Issuing Agency	Expiration Date

BID NO: 18-53

INSPECTION, MAINTENANCE, AND REPAIR OF ST. JOHNS COUNTY
ELEVATORS, BOOKLIFTS, AND WHEELCHAIR LIFTS

ATTACHMENT "E"

✓ St. Johns County Board of County Commissioners

CONFLICT OF INTEREST DISCLOSURE FORM

Project (BID # 18-53) Number/Description: Inspection, Maintenance, and Repair of St. Johns County Elevators, Booklifts, and Wheelchair Lifts

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s) :

Signature	Print Name/Title
Signature	Print Name/Title

BID NO: 18-53

**INSPECTION, MAINTENANCE, AND REPAIR OF ST. JOHNS COUNTY
ELEVATORS, BOOKLIFTS, AND WHEELCHAIR LIFTS**

St. Johns County Board of County Commissioners

ATTACHMENT "F"

DRUG-FREE WORKPLACE FORM

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

_____ does:

Name of Firm

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 danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, 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 Florida Statute 893, as amended, 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 or plea.
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. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

Signature

Date

BID NO: 18-53

**INSPECTION, MAINTENANCE, AND REPAIR OF ST. JOHNS COUNTY
ELEVATORS, BOOKLIFTS, AND WHEELCHAIR LIFTS**

ATTACHMENT "G"

CERTIFICATES OF INSURANCE

(Attach or insert copy here)

BID NO: 18-53

**INSPECTION, MAINTENANCE, AND REPAIR OF ST. JOHNS COUNTY
ELEVATORS, BOOKLIFTS, AND WHEELCHAIR LIFTS**

ATTACHMENT "H"

EXPERIENCE OF BIDDER

Bidder acknowledges that he is fully licensed to perform work in the STATE OF FLORIDA.

The Bidder shall provide the following information regarding experience within the past five (5) years of this solicitation. Bidder must demonstrate the successful completion of three (3) projects of similar complexity, nature, size, and dollar amount of project.

Any material misrepresentation, as determined by the County, shall result in disqualification.

By: _____
Bidder Date

Authorized Signature

DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION

BID NO: 18-53

**INSPECTION, MAINTENANCE, AND REPAIR OF ST. JOHNS COUNTY
ELEVATORS, BOOKLIFTS, AND WHEELCHAIR LIFTS**

Attachment "I"

CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?
Yes _____ No _____ If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____
If no, please explain why? _____

7. List the status of all pending claims currently filed against your company:

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail: _____

(Use additional or supplemental pages as needed)

BID NO: 18-53

**INSPECTION, MAINTENANCE, AND REPAIR OF ST. JOHNS COUNTY
ELEVATORS, BOOKLIFTS, AND WHEELCHAIR LIFTS**

ATTACHMENT "J"

ON-CALL REPRESENTATIVE

Each Respondent shall provide the name, title, phone number, and fax number of their On-Call Representative. Copies of current licenses and certifications held by the On-Call Representative must be attached to this form.

On-Call Representative:

Name: _____ **Title:** _____

Phone Number: _____ **Fax Number:** _____

**INSPECTION, MAINTENANCE, AND REPAIR OF ST. JOHNS COUNTY
ELEVATORS, BOOKLIFTS, AND WHEELCHAIR LIFTS**

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, and _____ as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated _____, 20__.

For

Inspection, Maintenance, and Repair of St. Johns County Elevators, Booklifts, and Wheelchair Lifts

St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within sixty (60) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this _____ day of _____ A.D., 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

TITLE

BUSINESS ADDRESS

CITY STATE

WITNESS:

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY STATE

NAME OF LOCAL INSURANCE AGENCY

SPECIFICATIONS

ELEVATORS, BOOKLIFTS, AND WHEELCHAIR LIFTS

SCOPE OF WORK:

The Contractor to provide all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision, and all other work, materials, and incidentals expressly required for the inspection, maintenance, and repairs of all St. Johns County elevators, booklifts, wheelchair lifts, elevator machine rooms, and related machinery and controls. The elevators and related equipment outlined in **Section K** of the specifications will be maintained per the specifications outlined below, and in full compliance with any local, state or federal regulations.

It shall be the responsibility of the Contractor to inspect and maintain all elevators, booklifts, wheelchair lifts, elevator machine rooms, and related machinery and controls in a clean, safe, and efficient manner, fulfilling all current and applicable laws, regulations, and codes. The Florida Bureau of Elevator Safety Elevator Section oversees all elevators in the State of Florida. Elevator regulations include Chapter 399, Florida Statutes (FS), Chapter 30 of the Florida Building Code, the American Society of Mechanical Engineers (ASME) Safety Code for Elevators and Escalators, the State Fire Marshal's Uniform Fire Safety Standards (NFPA 72), and portions of the National Electrical Code (NEC 70) and the Americans with Disabilities Act.

All repairs and replacements shall be limited to those caused by ordinary wear and tear. The Contractor will not be required to repair or replace equipment by reason of negligence or misuse or for any other cause beyond their control. Should the County request repairs for equipment not functioning as intended due to negligence or misuse of the equipment, the Contractor shall provide the County with a price proposal and will not proceed with the repairs until written authorization is received from the County.

The Contractor will not be required, at Contractor's expense, to alter existing equipment or replace original parts based upon revised designs when recommended or directed by any third-party. All repairs, alterations, and replacement of parts outside of normal maintenance and repair services covered under the contract will be requested and authorized by the appropriate County representative as provided herein.

The following are minimum specifications for inspection and maintenance of elevators and lifts located at St. Johns County facilities and all related equipment and areas:

A. TECHNICIANS:

The Contractor shall use trained technicians directly employed and supervised by the Contractor. Technicians shall be qualified to keep the equipment properly adjusted, and they will use all reasonable care to maintain the elevator equipment in proper and safe operating condition. The Contractor must notify the County upon any change in assignment of Technicians and supply the County with copies of current certifications held by the newly assigned Technician.

B. RESPONSE TIME REQUIREMENTS:

The Contractor must have an on-call representative. The on-call representative must be able to respond within a two-hour time frame, from time of notification, to emergency minor adjustment requests for "redos" or for no-shows. For Emergency notifications involving people trapped, major leaks, etc., response time shall be within ninety (90) minutes of placement of the initial call for service.

Notifications for emergency repairs and service calls will be sent by the property managers or the County Administrative Manager, or designee, via phone call, email, or both methods.

C. MAINTENANCE SERIES:

1. Traction Elevators and Lifts

- a. Under this agreement the Contractor will maintain the elevator equipment, as herein described, following terms and conditions below:
 - (1) The Contractor shall examine, adjust, lubricate as required once each month, and when any part is worn, broken, or does not function as intended, repair or replace the following to ensure proper operation of equipment per manufacture standards:
 - (a) Machine, worm, gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, contacts, linings, and component parts.

- (b) Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders, and bearings.
- (c) Silicon controlled rectifiers, reactors, filters, heat sinks, amp traps, transducers, and all control components.
- (d) Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, monitors, steel selector cable or tape, and mechanical and electrical driving equipment.
- (e) Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws.
- (f) Deflector or secondary sheave, bearings, car and counterweight guide rails and brackets, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweights, and counterweight guides including rollers or shoes.
- (g) Hoistway door tracks, interlocks and hangers, bottom door guides and auxiliary door closing devices, clutches, restrictors, and hoistway switches.
- (h) Automatic power operated door operator, car door tracks and hangers, car door contacts, door protective devices, load weighing equipment, car sling, car safety mechanism, platform, subflooring, cab steadiers, and elevator car guides, shoes, or rollers.
- (i) Signal and operating fixtures, including push buttons, contacts, displays, stop switches, keyed or other control switches, visual signals, jewels and indicators with electrical wiring, braille, hinges, fasteners, and other related components.
- (j) Hoistway and machine room wiring, including wiring materials such as conduits, raceway, junction boxes, terminal strips, connectors, and related components.
- (k) Car and counterweight buffers, including stands and contacts.

b. The Contractor shall also:

- (1) Examine all safety devices. All tests shall be performed in accordance with the provisions of the American National Standard, Code for Elevators and Escalators ASME A17.2.1, current edition.
- (2) Examine periodically all safety devices and governors, and conduct Annual no load tests. Each fifth year perform a full-load, full-speed test of safety mechanism, overhead speed governors, car, and counterweight buffers. The car balance will be checked, and the governor set. If required, recalibrate the governor and seal for proper tripping speed.
- (3) Calibrate load weighing devices within ten (10) business days after annual and five-year safety tests.
- (4) Renew all wire ropes as required to maintain an adequate factor of safety, and not less than 80% of the designed rope strength at all times; do not exceed 40 broken wires in any lineal foot of rope and/or meet currently existing standards and codes; equalize the tension on all hoist and compensation ropes, and shorten ropes and chains as required to provide legal and reasonable bottom clearances.
- (5) Repair or replace conductor cables and hoistway and machine room elevator wiring.
- (6) Furnish lubricants compounded to the manufacturer's rigid specifications.
- (7) The Contractor shall maintain a supply of genuine manufacturer's and alternative replacement parts in their warehouse inventory.
- (8) In the event genuine manufacturer's parts are not available, a non-manufacturer's part meeting the same performance standards, as the original equipment, shall be acceptable.

c. The Contractor shall also maintain, and when any part is worn, broken, or does not function as intended, repair or replace the following auxiliary equipment to ensure proper operation of equipment per manufacture standards:

- (1) Emergency lighting, bulbs, batteries, trickle charger, and all related wiring and components.
- (2) Intercom system, master stations, speakers, latch-in system, and emergency batteries wiring and components. (Only those systems and devices directly related to elevator communication.)

- (3) Elevator management systems, consoles, CRTs keyboards, wiring and components, and all other devices associated with these systems.
 - (4) Fire Emergency Operation and elevator operating devices.
 - (5) Emergency Power Operation and elevator operating devices.
 - (6) All handicap devices.
 - (7) Exhaust fans.
- d. The Contractor shall have no responsibility for the following items of elevator equipment which are not included in this contract:
- (1) Car enclosure (including removable panels, door panels, car gates, plenum chambers, hung ceilings, light diffusers, light tubes and bulbs, handrails, mirror and flooring); hoistway gates, doors, frames and sills, and faceplates.

2. Hydraulic Elevators and Lifts

- a. The Contractor shall maintain the hydraulic elevator equipment, as herein described, as per the following terms and conditions below:
- (1) The Contractor shall examine, adjust, lubricate as required once each month, and, when any part is worn, broken, or does not function as intended, repair or replace the following to ensure proper operation of equipment per manufacture standards:
 - (a) Pumps, pump motors, operating valves, valve motors, motor windings, rotating element, stator, leveling valves, plunger, plunger packing, exposed piping, and hydraulic fluid tanks.
 - (b) Controller, leveling devices and cams, all relays, magnet frames, solid state components, resistors, condensers, transformers, contacts, leads, timing devices, resistance for operating and motor circuits, and operating circuit rectifiers and monitors.
 - (c) Hoistway door tracks, interlocks and hangers, bottom door guides and auxiliary door closing devices, and hoistway switches.
 - (d) Automatic power operated door operator, car door tracks and hangers, car door contacts, clutches, restrictors, door protective device, car sling, car ventilation system, platform, sub flooring, cab steadiers, and elevator car guides, shoes, or rollers.
 - (e) Signal and operating fixtures, including push buttons, contacts, displays, stop switches, keyed or other control switches, visual signals, jewels and indicators with electrical wiring, braille, hinges, fasteners, and other related components.
 - (f) Filters, mufflers and muffler components.
 - (g) Hoistway and machine room wiring, including wiring materials such as conduits, raceway, junction boxes, terminal strips, connectors, and related components.
 - (h) Car buffers, including stands and contacts.
 - (i) Viscosity control equipment, including heaters, coolers, fans, thermostats, timers, and related components.
 - (j) Seals, gaskets, couplings, and isolation pads and cushions

3. The Contractor shall also:

- a. Examine all safety devices and conduct pressure tests and other tests in accordance with the provisions of the American National Standard, Code for Elevators and Escalators ASME A17.2.2 or other applicable codes.
- b. Repair or replace conductor cables, elevator hoistway wiring, and machine room elevator wiring when parts do not function as intended per the manufacturer's standards.
- c. Furnish lubricants and hydraulic fluid compounded to the manufacturer's rigid specifications.
- d. Periodically conduct an analysis of the hydraulic fluid to detect contaminants and assure proper viscosity, and

make necessary corrections and replace fluid as required. Clean excessive fluid leakage from pump pans, cylinder heads, machine room, and pit floors.

- e. When replacement of faulty cab lighting ballasts is necessary, the County shall supply the ballasts and the Contractor shall only be responsible for rewiring and reconnecting the ballasts located on the top of each cab. Labor cost shall be covered under the monthly maintenance fee as per the contract during maintenance and emergency on-call service during normal business hours.
4. To ensure proper operation of equipment per manufacturer standards, the Contractor shall maintain a supply of genuine manufacturer's and alternative replacement parts in their warehouse inventory in order to replace parts as necessary at the time of inspections/maintenance.
 5. In the event genuine manufacturer's parts are not available, a non-manufacturer's part meeting the same performance standards, as the original equipment, shall be acceptable.
 6. The Contractor shall also maintain, and when any part is worn, broken, or does not function as intended, repair or replace the following auxiliary equipment to ensure proper operation of equipment per manufacture standards:
 - a. Emergency lighting, bulbs, batteries, trickle charger, and all related wiring and components.
 - b. Intercom system, master stations, speakers, latch-in system, and emergency batteries wiring and components. (Only those systems and devices directly related to elevator communication.)
 - c. Elevator management systems, consoles, CRTs keyboards, wiring and components, and all other devices associated with these systems.
 - d. Fire Emergency Operation and elevator operating devices.
 - e. Emergency Power Operation and elevator operating devices.
 - f. Battery lowering system, including batteries, chargers, relays, and associated components.
 - g. All handicap devices.
 7. Non-Preventive Maintenance/Repair Work:
 - a. The County, on occasion may request that additional, non-preventative maintenance/repair work be performed on the elevator that is not covered under the Contract. This work shall be referred to as "Non-Preventative Maintenance" work.
 - b. When Non-Preventive Maintenance/Repair work is requested, parts shall be provided to the County at Contractor's cost. No mark-up shall be allowed. Contractor may be requested to provide parts invoice, at the County's request.
 - c. Quotes provided by the Contractor for Non-Preventative Maintenance/Repair work, shall be broken down by labor hours/labor rates and equipment/parts costs.
 - d. Non-preventative Maintenance/Repair Work will not proceed without written authorization from the County. Non-preventative Maintenance/Repair Work made without written authorization from the County will be at the Contractor's own risk.
 8. The Contractor shall have no responsibility for the following items of elevator equipment which are not included in this contract:
 - a. Car enclosure (including removable panels, door panels, car gates, plenum chambers, hung ceilings, light diffusers, light tubes and bulbs, handrails, mirror and carpets); hoistway gates, doors, frames and sills; casings and buried piping, and faceplates.

MINIMUM TIME ON PREMISES:

Contractor' service technicians shall spend a minimum of sixteen (16) hours per month on premises actively inspecting, servicing, and adjusting the elevators and related equipment.

HOURS OF SERVICE:

- A. Contractor shall perform all work (except emergency call-back) covered in these specifications during normal business hours of normal business days (Monday through Friday, 8:00 a.m. - 5:00 p.m., excluding County observed holidays).
- B. Emergency minor adjustment call-back service response time shall be within two (2) hours of placement of the initial call for service.
- C. Emergency call-back service (i.e. people trapped, major leaks, etc.) response time shall be within ninety (90) minutes of placement of the initial call for service.
- D. Labor for any work required to be performed other than during normal business hours on normal business days as defined in (1) above will be compensated at the "after hours" labor rate per the contract.

PERFORMANCE EVALUATIONS:

Contractor will conduct evaluations of equipment performance, including car speed, door operation, riding quality, car leveling, and system operation. These evaluations will be conducted when conditions warrant, but no less than once each year. Contractor will perform adjustments, repairs and replacements required to maintain manufacturer's operating standards. Copies of all evaluations will be given to the Building Operations Division immediately upon completion.

SAFETY AND SECURITY:

- A. Contractor shall be aware that the St. Johns County Judicial Center Complex and Criminal Justice Facility are secure facilities, and shall govern themselves and their employees accordingly. Established security policies and procedures shall be followed at all times while on the premises. A copy of SJC security policies and procedures will be provided to the awarded Contractor at onset of the fully signed contract.
- B. Contractor employees shall at all times, while on campus, conspicuously display photo identification that shall include, at a minimum, employee name, company name, address, and telephone number.
- C. Contractor and/or contractor employees will be given necessary access to St. Johns County properties, including access badge(s) and key(s) when appropriate. Access badges and keys are property of St. Johns County and shall be returned when no longer required. Any loss of badge or key, or change in status of contractor supplied personnel shall be reported to the Building Operations Office immediately.
- D. All areas necessary for proper service shall be made accessible, but contractor and/or contractor employees shall restrict themselves to their respective work areas.
- E. Violation of any clause in this section may result in immediate cancellation of the contract.

CONDITIONS OF SERVICE:

- A. St. Johns County will provide the Contractor with full and free access to all equipment to be serviced under these specifications, and will provide a safe workplace for their employees.
- B. Adjustments, repairs, or replacements necessitated by accidents, vandalism, significant misuse, or obsolescence of the equipment are not included as part of the contract pricing. If approved by the County, these services will be billed separately.
- C. If an item otherwise covered under this contract fails and an upgraded replacement for the item is available, St. Johns County shall have the option of choosing the upgraded item and shall pay the difference, if any, between the cost of the upgraded item and the original equipment item only. No additional labor charges shall apply.
- D. Contractor shall provide third party testing and inspections and/or witnessing of said testing and inspections of elevators as required and in compliance with local, state and/or federal laws, regulations, codes and/or ordinances as part of this contract and at no additional cost to St. Johns County. Documentation of said testing, inspection, and/or witnessing shall be provided to St. Johns County immediately upon completion of testing.

LOSS, DAMAGE OR DELAY:

Contractor will not be held responsible for any loss, damage, detention or delay, caused by fire, explosion, theft, earthquake, severe or unusual weather conditions, unavailability from usual sources, embargo, malicious mischief, war, failure to act on the part of either party's suppliers or sub-contractors, acts of God, or by any other cause beyond their reasonable control.

RESPONSIBILITY:

- A. The Contractor shall cooperate in the defense of suits brought jointly against St. Johns County and the Contractor.
- B. Possession and control of the equipment shall remain with St. Johns County who will retain normal responsibility and liability as owner of the equipment. This responsibility includes but is not limited to: advising, warning or instructing passengers in the proper use of the equipment; and notification to the vendor of operational problems, malfunctions or accidents.
- C. The Contractor shall remove from the premises and properly dispose of all waste products generated by the services herein, including but not limited to oils, greases and lubricants, in full and complete compliance with all current and applicable local, state and/or federal laws, regulations and codes.
- D. The Contractor shall be held solely responsible for any and all damages, including damages to third parties, caused by negligence or misconduct of the Contractor, or its employees or agents.

EQUIPMENT TYPE AND LOCATION:

- 1. St Johns County Administration Building, 500 San Sebastian View, St Augustine, FL
 - a. Two (2), three (3) landing traction KONE Ecospace Elevators, and
 - b. Two (2), two (2) landing traction KONE Ecospace Elevators
- 2. St. Johns County Health & Human Services Building, 200 San Sebastian View, St. Augustine, FL
 - a. Two (2), two (2) landing traction Schindler 3300 Elevators.
- 3. St. Johns County Permit Center, 4040 Lewis Speedway, St. Augustine, FL
 - a. One (1), three (3) landing hydraulic Schindler elevator.
- 4. St. Johns County Service Center, 4030 Lewis Speedway, St. Augustine, FL
 - a. One (1), two (2) landing hydraulic Schindler elevator.
- 5. St. Johns County Courthouse, 4010 Lewis Speedway, St. Augustine, FL
 - a. Two (2), two (2) landing hydraulic Mowrey elevators;
 - b. Seven (7), three (3) landing hydraulic Mowrey elevators; and
 - c. Two (2), three (3) stop U-Lift wheelchair lifts.
- 6. St. Johns County Courthouse East, 4010 Lewis Speedway, St. Augustine, FL
 - a. One (1), two (2) landing hydraulic Mowrey elevator, and
 - b. One (1), three (3) stop U-Lift wheelchair lift
- 7. Supervisor of Elections/Sheriffs Operations Center/Clerk's Warehouse, 4455 Ave. "A", St. Augustine, FL
 - a. Three (3), two (2) landing WILDECK booklifts.
- 8. St. Johns County Detention Center, 3955 Lewis Speedway, St. Augustine, FL
 - a. One (1), four (4) landing Dover Elevator.
- 9. St. Johns County Fire/Rescue Administration Building, 3657 Gaines Road, St. Augustine, FL
 - a. One (1), two (2) landing hydraulic Schindler elevator.
- 10. St. Johns County Utility Department, 1205 State Road 16, St. Augustine, FL
 - a. One (1), two (2) landing hydraulic Schindler Elevator.
- 11. The Solomon Calhoun Center, 1300 Duval Street, St. Augustine, FL
 - a. One (1), one (1) stop Poruch wheelchair lift.
- 12. Historic Hastings High School Building, 6195 S. Main St., Hastings, FL
 - a. One (1) 2 landing hydraulic elevator.

SEALED BID MAILING LABEL

BID NO: 18-53
Inspection, Maintenance, and Repair of St. Johns County
Elevators, Booklifts, and Wheelchair Lifts

Cut along the outer border and affix this label
to your sealed bid envelope to identify it as a
"Sealed BID"

SEALED BID • DO NOT OPEN

SEALED BID
NO.:

BID NO: 18-53

BID TITLE:

Inspection, Maintenance, and Repair
of St. Johns County Elevators,
Booklifts, and Wheelchair Lifts

DUE
DATE/TIME:

By 2:00PM – May 2, 2018

SUBMITTED
BY:

Company Name

Company Address

Company Address

DELIVER TO:

St. Johns County Purchasing Dept.
ATTN: Diana M. Fye
500 San Sebastian View St
St. Augustine FL 32084



END OF DOCUMENT