

TERM CONTRACTS

29. Award IFB-600009-06/JVP – Term Contract for Elevator Maintenance, to General Elevator Sales and Service, Orlando (Term Contract).

IFB-600009-06/JVP will provide for the elevator maintenance and services for various buildings throughout Seminole County.

This project was publicly advertised and the County received two (2) submittals in response to the solicitation. The Review Committee which consist of Al Mitchell, Facilities Maintenance and Speed Thomas, Facilities Maintenance Manager, recommend award of the contract to the most responsible, responsive Bidder, General Elevator Sales and Service, Orlando.

The agreements shall take place on the date of their execution by the County and shall run for a period of one (1) year and, at the sole option of the County, may be renewed for five (5) successive one (1) year periods.

Authorization for performance of services by the Contractor under this agreement shall be in the form of written Release Orders issued and executed by the County on an as-needed basis as long as the cumulative amount of the Release Orders does not exceed budgetary constraints.

Administrative Services/Facilities Maintenance and Fiscal Services/Purchasing and Contracts Division recommend the Board to award the project and authorize the Purchasing and Contracts Manager to execute the contracts as approved and prepared by the County Attorney's Office.

B.C.C. - SEMINOLE COUNTY, FL BID TABULATION SHEET

BID NUMBER: IFB-600009-06/JVP
 BID TITLE: Term Contract for Elevator Maintenance Services
 OPENING DATE: May 3, 2006 at 2:00 P.M.

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

PAGE: 1 of 1

Item Description	General Elevator Sales & Service 10801 Satellite Blvd Orlando, FL 32837 Email: cjsloan@generalelevator.com Phone: 407-859-4340	ThyssenKrupp Elevator 4317 35 th Street Orlando, FL 32811 Email: john.mandigo@thyssenkrupp.com Phone: 407-425-3496
Seminole County Svc. Bldg/Monthly	696.00	900.00
Courthouse Annex/Monthly	174.00	225.00
Courthouse/Monthly	552.00	675.00
Group I	1422.00	1,800.00
Administrative Services Building/Mo	84.00	140.00
Seminole County Sheriff's Office /Mo	252.00	420.00
Central Branch Library/Mo	168.00	280.00
Polk Correctional Facility/Mo	84.00	140.00
Courthouse Annex/Mo.	84.00	140.00
State Attorney's Building/Mo	84.00	140.00
Seminole County Softball Complex/Mo	84.00	140.00
Group II	840.00	1,400.00
Overtime Rate	238.00	380.00
Biennial Elevator	4,320.00	No Bid INCLUDED.
Conflict of Interest Statement	INCLUDED	INCLUDED
Compliance with Public Records Law	INCLUDED	INCLUDED
Bidder's Certification	INCLUDED	INCLUDED
W-9	INCLUDED	INCLUDED

Tabulated by Jacqui Perry (Posted 5/4/06 @ 11:30am) Recommendation of Award: TBD

\$ 31,464^{yr}

\$38,400^{yr}

[\$6,936]

Gp1
 + Gp2

 XXXX
 X 12

 XXXXX
 + Biennial

 XX XXX

TERM CONTRACT FOR ELEVATOR MAINTENANCE SERVICES (IFB-600009-06/JVP)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **GENERAL ELEVATOR SALES & SERVICE, INC.**, duly authorized to conduct business in the State of Florida, whose address is 10801 Satellite Boulevard, Orlando, Florida 32837, hereinafter called the "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified contractor to provide elevator maintenance services for Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, the CONTRACTOR is competent and qualified to provide elevator maintenance services to the COUNTY and desires to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and the CONTRACTOR agree as follows:

SECTION 1. SERVICES. The COUNTY does hereby retain the CONTRACTOR to furnish services/materials as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services/materials shall be specifically enumerated, described and depicted in the Purchase Orders authorizing performance of the specific task. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of one (1) year and, at the sole option of COUNTY, may be renewed for five (5) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services/materials authorized by the Purchase Order. The first three (3) months of the initial terms shall be considered probationary; during that period the COUNTY may terminate this Agreement at any time, with or without cause, immediately upon written notice to the CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of services by the CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit "B". Each Purchase Order shall describe the services and/or materials required and shall state the dates for commencement and completion of work and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available Purchase Orders, nor that, the CONTRACTOR will perform any Purchase Order for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the CONTRACTOR shall commence, as specified in such Purchase Orders as may be issued hereunder, and shall be completed within the time speci-

fied therein.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a "Fixed Fee" basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to the CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the annual amount budgeted by the County for elevator maintenance services.

SECTION 6. PAYMENT AND BILLING.

(a) The CONTRACTOR shall perform all work and supply all materials required by the Purchase Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a "Fixed Fee" basis, the CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Purchase Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services therein, the name and address of the CONTRACTOR, Purchase Order Number, Contract Number and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) duplicate copies of the invoice shall be sent to:

Seminole County Facilities Maintenance Division
205 W. County Home Road
Sanford, Florida 32773

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by the COUNTY, the CONTRACTOR may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement herein less any amount already paid by the COUNTY. The COUNTY shall pay the CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) The COUNTY may perform or have performed an audit of the records of the CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the CONTRACTOR and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at

the CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (c) of this Section reveals any overpayment by the COUNTY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 8. RESPONSIBILITIES OF THE CONTRACTOR. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services or materials required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the CONTRACTOR's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) The COUNTY may, by written notice to the CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise, and deliver to the COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONTRACTOR; provided, however, that the CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued

pursuant to it, the Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. 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 other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) The CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to

this Agreement with the COUNTY.

(b) The CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, the COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that the CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the CONTRACTOR must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. The CONTRACTOR agrees to hold harmless, indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages, arising from, allegedly arising from or related to the provision of services hereunder by the CONTRACTOR.

SECTION 17. INSURANCE.

(a) GENERAL. The CONTRACTOR shall at the CONTRACTOR's own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, the CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONTRACTOR shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy

of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as

the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida

Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Business Auto Policy.

(A) The CONTRACTOR'S insurance shall cover the CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements.

Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the CONTRACTOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000.00

(d) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONTRACTOR.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of the CONTRACTOR to ensure that all of its subcontractors performing services

under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. ALTERNATIVE DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY protest procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY protest procedures.

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 19. REPRESENTATIVES OF THE COUNTY AND THE CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONTRACTOR, shall designate in writing and shall advise the CONTRACTOR in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret

and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) The CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of the CONTRACTOR who are authorized to act in behalf of and bind the CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY continually and effectively advised of such designation.

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt request-

ed, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Facilities Maintenance
205 W. County Home Road
Sanford, FL 32773

For CONTRACTOR:

General Elevator Sales & Service, Inc.
10801 Satellite Boulevard
Orlando, FL 32837

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

ATTEST:

GENERAL ELEVATOR SALES & SERVICE, INC.

Secretary

By: _____
President

[CORPORATE SEAL]

Date: _____

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
7/5/06 7/6/06
Ifb-600009

Attachments:

- Exhibit "A"- Scope of Services and Fee Schedule
- Exhibit "B"- Sample Purchase Order

By: _____
RAY HOOPER, Purchasing and
Contracts Manager

Date: _____

As authorized by Section 330.3,
Seminole County Administrative
Code.

EXHIBIT A

Scope of Services for Elevator Maintenance

SCOPE: The work performed by the Contractor shall consist of furnishing all materials, labor, supervision, tools, parts and equipment necessary to provide full maintenance services, including but not limited to, cleaning, inspection, adjustments, tests, and the removal and replacement of parts as here and after specified, for all of the equipment as listed and as described on the accompanying pages.

EXTENT OF WORK: The work described under the following paragraphs shall be performed by the Contractor and unless otherwise specified, applies to all parts of the elevators including but not limited to the following:

- a. **ELEVATORS:** Elevator machines, motor generator and control parts including mechanical parts, gears, worms, bearings, thrust bearings, brake, brake linings, magnetic frames, coil, motor and operating circuit resistors, leveling devices, cams, door operators, car and hoist way door hangers, car door contacts and door protective devices, elevator car guide rollers, signal lamps, hoisting, compensating and governor ropes and all wiring within the elevator shafts
- b. Regular and systematic examination, adjustments, cleaning and lubrication of such frequency as to provide most efficient and safe operations. All cleaning materials, paint, cotton waste, etc., are to be supplied by the Contractor. All lubricants shall be of the proper grade and type recommended by the manufacturer of the elevator for the purpose used.
- c. Supplying, repairing and replacing of all parts of every description made necessary by wear and tear.
- d. Testing of all safety devices and governors, as required by the latest edition, American Standard Safety Code for Elevators on a monthly basis for the life of the contract. The contractor shall promptly correct any defects that may be found in the testing and examining of the Safety Devices. After One (1) YEAR the Contractor shall submit a Test and Maintenance Report. The report will list the condition of all Equipment Covered by This Contract; the test shall be conducted according to ANSI 17.7
- e. Examining and Equalizing tension of all hoisting ropes. Repairing and/or replacing all electrical wiring and conductors extending to the elevator from the mainline switch in the machine room and all outlets in the hoist ways.
- f. Keeping the guide rails clean and properly lubricated, except when roller type guides or dry gibs are involved, no rail lubrication shall be used. When necessary, the Contractor shall renew the guide shoe gibs or rollers as required to insure smooth and quiet operation.
- g. Keeping the exterior of the machinery, and any other parts of the equipment subject to rust, properly painted and presentable at all times. The motor windings and controller coils are to be periodically treated with proper insulating compound.
- h. The Contractor shall not be required to make renewals or repairs necessitated by reason of negligence or misuse of the equipment by persons other than the Contractor, or the Contractor's Representative and Employees, or by reasons of any other cause beyond the control of the contractor, except normal and ordinary wear and tear. The Contractor shall notify the County if repairs are required which are not covered as a part of this contract. The Contractor shall not be required, under this agreement, to install new attachments as may be recommended or directed by Insurance Companies, or by Federal, State, Municipal or Other Government Authorities.

- i. Preparation and forwarding of reports; maintenance or complete records; coordination of work; cleaning; lubricating; testing; adjusting; maintaining; repairing; furnishing and replacement of parts, including spares; furnishing of all appurtenances for testing; all as outlined, required and/or recommended in the American Practice for the Inspection of Elevators, Inspector's Manual, ASA-A 17.2-1965 and in the latest edition of the American Standard Safety Code for Elevators, including all latest revisions and addendums, and all as herein specified.

MANNER AND TIME OF CONDUCTING WORK: All work shall be performed by skilled elevator repair persons, directly employed and supervised by the Contractor. The Contractor shall perform regular and preventive maintenance, tests and inspections during the regular working days of the elevator trade. Emergency adjustment call-back service at any hour of any day or night shall be considered as part of this contract. Emergencies and overtime charges are to be billed separately. When maintenance or service work is to be scheduled requiring down time for the equipment, prior advice of such schedule shall be provided to the County to allow sufficient notification to departments/divisions or functions which will be affected. Response to **EMERGENCY CALLS** must be made within Two (2) Hours after notification. The Contractor shall provide a telephone number to be answered on a Twenty-Four (24) Hour basis.

PREVENTIVE MAINTENANCE, REPAIRS, AND REPLACEMENTS: The Contractor shall provide regular and systematic examination and preventive maintenance service, making examinations on a monthly basis, at which time the Contractor shall determine the nature and extent of any trouble and shall take the necessary action and precautions to restore the elevators to satisfactory and safe service and by using preventive maintenance methods, furnish and install parts prior to their breakdown point where possible, all as necessary to keep the elevators in the best possible running order at all times.

Elevator Controllers: The Contractor shall supply any and all proprietary diagnostic programming and adjustment tools, along with complete adjusting and diagnostic information which may be necessary to adjust or correct any problems. These diagnostic programming and adjustment tools and information shall be non-expiring, and shall include upgrades for these diagnostic tools as they occur.

- a. Materials to be used shall be genuine manufacturer's parts and lubricants designed for the elevators being serviced and shall satisfy all specifications and requirements as are required for genuine parts made by said manufacturer.
- b. The Contractor shall also maintain the efficiency, safety and speeds specified when the elevators were originally installed and as designed by the manufacturer of the equipment at all times, including acceleration, retardation, and contact speed in feet per minute, with or without full load, and floor-to-floor opening and closing time.
- c. The Contractor shall inspect and renew all hoisting ropes, compensating ropes, and governor ropes as often as necessary to: Maintain an adequate factor of Safety and not less than ninety percent (90%) of the designed rope strength at all times and not to exceed the values or conditions in table 103.4 (1) and 103.4 (2) Section 103.4 of ANSI/ASME A17.2 current edition of the Inspector's Manual for number of broken wires, corrosion, rust, wear and reduced diameter of cables. Replacement ropes shall meet all code requirements (ANSI/ASME A17.1) and be equal to or better than the original ropes in design, material, construction and strength as specified by the elevator manufacturer. The ropes shall not exceed forty (40) broken wires in any linear foot of rope.
- d. The Contractor shall repair or replace conductor cables as necessary to maintain them in good and safe operating condition.
- e. The contractor shall replace guide shoes or rollers as required to insure smooth and quiet operation.

- f. The Contractor shall keep elevator equipment rooms and elevator machinery in clean condition and free of waste materials at all times. Clean elevator hatchways, rails, car tops, door tracks, elevator shaft pits, etc., semi-annually or more often if necessary.
- g. The Contractor shall make certain all electrical and mechanical equipment is examined, lubricated, adjusted and repaired or replaced as necessary.
- h. The Contractor shall check all call lamps and indicator lamps at not less than Thirty (30) Day intervals and make replacements as required and necessary.
- i. The Contractor shall report to the County Representative each day prior to performing any work specified in this agreement, and at the end of the work day to provide current status of the elevators. The Contractor shall submit to the County reports that indicate the status of all servicing and maintenance work performed, and shall indicate the date work was performed and the type of work which was performed.
- j. The Contractor shall notify the County Representative upon reporting to the job and shall keep the County Representative notified of the current location of the Contractor's Repair Technicians at County Facilities.

INSPECTION, TESTS AND REPORTS: The Contractor shall conduct annual inspections, tests, and reports on all items specifically noted in the paragraph titled "Preventive Maintenance, Repairs, Replacement", all as required and outlined in the codes and as herein specified; Tests shall be made as follows: Test to be as required by the latest edition "American Standard Safety Code for Elevators." After One (1) YEAR the Contractor shall submit a Test and Maintenance Report. The report will list the condition of all Equipment Covered by This Contract; the test shall be conducted according to ANSI 17.7. In the event that the Contractor fails to provide this report in the time frame prescribed, the County will hire an outside Contractor to provide the report and test; for which the successful bidder will assume any and all responsibility. Failure to provide said report shall result in the forfeiture of one (1) monthly payment.

The Contractor also agrees to perform the following:

- a. Complete regularly scheduled inspection of elevator equipment as follows:
 - 1. Electric Motor Powered Types: Monthly or more often if determined to be advisable by experience.
 - 2. Hydraulic Types: Semi-monthly or more often if determined to be advisable by experience.
- b. Safety devices on all elevators shall be regularly examined monthly. All safety devices and governors shall be tested as required by the latest edition of "American Standard Safety Code for Elevators" in accordance with section (10)e. The Contractor shall promptly correct any defect that may be found in testing and examining the safety devices. The Contractor shall immediately notify, by letter, the County Representative, the date and time of tests and adjustments of governors and safety devices on each car covered by this contract.
- c. Governors shall be calibrated on all elevators having a speed of 200 FPM or greater with a tachometer, by disconnecting the governor cable from the sheave and spinning the governor by mechanical means. Re-adjust governor if tripping speed varies more than 10% either way from the rated tripping speed. Seal governor after completion of this operation.
- d. All first examinations, inspections, tests and reports as defined in these specifications, shall be conducted by the Contractor within One (1) Month after award of the contract.
- e. Joint inspections shall be made semi-annually by the Contractor and the County Representative for the determination of defects in general maintenance, equipment, housekeeping, etc.

- f. The Contractor shall deliver semi-annual reports in writing of the General Condition of the elevator equipment covered by this specification, as indicated from the joint inspections. The reports shall include Contractor's recommendations regarding any point of service or repair NOT specifically covered by these specifications and which good commercial practice dictates should be called to the attention of the County Representative.
- g. Upon completion of each inspection, the Contractor shall obtain the signature of the County Representative on a statement, showing that the inspection has been performed as specified.

SPARE PARTS: The Contractor must own and maintain a stock at all times for immediate delivery and installation, and sufficient supply of EMERGENCY parts for repair of each elevator. This inventory shall include as a minimum the following for each size and type used:

- a. **ELEVATORS:**
 - 1. Door operator motors.
 - 2. Transformers and rectifiers for each type and size used.
 - 3. Brake magnets, cores, coils and related items for the repair of the brake.
 - 4. Generator and motor brush sets for each type and size used.
 - 5. Controller and selector switch contacts and coils for each size and type used.
 - 6. Selector cables.
 - 7. Door interlocks.
 - 8. Car door safety edge complete (when used).
 - 9. Car door photoelectric safety device (when used).
 - 10. Hanger rollers for both cab and hall doors.
 - 11. Limit switches and terminal stopping switches.
 - 12. Roller guides for car and counter-weights.
 - 13. Printed circuit boards and related spare parts for digital logic controller.
- b. Spare parts shall be genuine manufacturer's parts designed for the elevators on which they are to be used on. **NO SUBSTITUTES SHALL BE PERMITTED.** The Contractor shall maintain an up-to-date inventory of all spare parts by part number.
- c. The Contractor hereby agrees to allow the County Representative to visit the Contractor's parts storage facilities before the award of the contract, to enable the County to make certain and to verify that the Contractor's inventory is complete and in compliance with the terms as set forth under the heading "Spare Parts", in this contract. If the Contractor does not have an adequate supply of spare parts "On Hand" at the commencement of this contract, the Contractor shall be allowed Fourteen (14) Days in which to comply with the contract specifications and requirements concerning the inventory of spare parts.

RECORDS: The Contractor shall maintain a complete, neat, orderly chronological file, including drawings, parts lists, specifications, and copies of all reports as required by these specifications. This file shall be available for inspection by the County and a copy shall be forwarded to the County Representative, immediately upon request.

- a. The County shall be advised of any needed repairs which should be completed during the current contract period.
- b. The County reserves the right to make any and all inspections and/or tests as deemed necessary, advisable or prudent, to ascertain that the requirements of these contract specifications are being fulfilled. The County may request such inspections and/or other tests to be performed by an Elevator Company other than the Contractor. Should it be determined, based upon the information

obtained from these inspections and/or tests, that the standards herein specified are not being satisfactorily maintained and adhered to, the County may immediately demand verbally, with confirmation in writing, that the Contractor place the elevators in proper and safe conditions to meet these specifications and requirements. If the Contractor fails to comply with such demands within Three (3) Calendar Days of the date of written confirmation of such demand, the County may give written notice to the Contractor to terminate the Contractor's Rights to proceed further with the work. In such event, the County, may take over the work and prosecute it to completion, by contract or otherwise, and the defaulting Contractor and the Contractor's Sureties shall be liable to the County for any and all damages and costs incurred.

- c. Any documented non-performance by the Contractor, judged by the County to constitute sufficient cause for termination of the contract, will subject the Contractor to cancellation of the Contract.
- d. Monthly payments to the Contractor in the amount of the bid will be made by the County upon submission of properly certified and priced invoices to the County. If necessary, at the commencement or termination of the contract, payment will be made to the Contractor for any fractional part of a month's service at the rate of one-thirtieth (1/30) of the monthly charges for each day of service rendered.
- e. In the event that any Elevators are not operational when this contract commences, the Contractor shall deduct the fee for those units not in operation from the monthly charges. The fee for each individual unit shall begin as each one of the units becomes operational during the contract period.
- f. The County, reserves the right to add to or delete elevators from this listing during the contract period.
- g. The awarded contractor will be contacted by Facilities Maintenance Staff only, which will provide a Facilities Maintenance work order number which must appear on your invoice.
- h. A post award meeting with facilities maintenance project manager will be scheduled upon recommendation of award of the contract.

**PRICE SCHEDULE
IFB-600009-06/JVP**

Group I – Traction Elevator Service

1. Seminole County Service Building
1101 East First Street
Sanford, FL 32771
East Wing (one (1) each): Montgomery Elevator,
Serial #5626 (3 stop)
Center Wing, (two (2) each): Montgomery Elevator,
Serial #2654 and 2653, Duplex, (3 stop)
West Wing, (one (1) each): Montgomery Elevator,
Serial #7003 (3 stop)
Cost for monthly service

\$ 696.00

2. Courthouse Annex
301 North Park Avenue
Sanford, FL 32771
One (1) only Otis Elevator, serial #5426 (2 stop)
Cost for monthly service

\$ 174.00

3. Courthouse
301 North Park Avenue
Sanford, FL 32771
North Wing (two (2) each): Montgomery Elevator,
Serial #9700 and 9701, Duplex, (4 stop)
South Wing (one (1) each): Montgomery Elevator,
Serial #9694 (2 stop)
Cost for monthly service

\$ 552.00

Group I – Traction Elevator Service Total (1-3) \$ 1422.00

GROUP II-Hydraulic Elevator Service

1. Administrative Services Building
200 West County Home Road
Sanford, FL 32773-6179
One (1) only, General Elevator, serial #39222, (2 stop)
Cost for monthly service

\$ 84.00

2. Seminole County Sheriff's Office &
Public Safety Building
100 Bush Boulevard
Sanford, FL 32773
Three (3) Miami Elevators,
Serial # 52877, 52878, 52879 (3 stop)
Material Lift (1)
Cost for monthly service

\$ 252.00

3. Central Branch Library
215 Oxford Road
Casselberry, FL
Two (2) each, General Elevator,
Serial # 41532 and 41533 (2 stop)
Cost for monthly service

\$ 168.00

4. Polk Correctional Facility
211 Bush Boulevard
Sanford, FL 32773
One (1) only, Miami Elevator, serial #38394, (2 stop)
Cost for monthly service

\$ 84.00

5. Courthouse Annex
301 North Park Avenue
Sanford, FL 32771
One (1) only, General Elevator, serial #38771 (2 stop)
1. Cost for monthly service

\$ 84.00

6. State Attorney's Building
100 East First Street
Sanford, FL 32771
One (1) only, General Elevator, serial #26906 (4 stop)
Cost for monthly service

7. Seminole County Softball Complex
264 West North Street
Altamonte Springs, FL
One (1) only, Mowrey, serial #46667 (3 stop)
Cost for monthly service

\$ 84.00

\$ 84.00

Group II-Hydraulic Elevator Service Total (1-7)

\$ 840.00

Overtime Rate per hour

\$ 238.00

Overtime rate shall not exceed the standard overtime rate in accordance with the prevailing Florida wage rate for elevator maintenance overtime. Overtime shall start when Technician arrives on site and end when he or she completes work.

Biennial elevator inspections per Florida Statutes Chapter 399 \$ 4320.00 Annual Fee

State comply or exception Comply

Start date a representative of your firm can inspect above locations performed
(Current svc provider)