

THE DISTRICT BOARD OF TRUSTEES OF
PENSACOLA STATE COLLEGE, FLORIDA
1000 COLLEGE BOULEVARD
PENSACOLA, FL 32504-8998

May 6, 2013

ITB 7-2012/2013

INVITATION TO BID (ITB) ON ELEVATOR MAINTENANCE
FOR
PENSACOLA STATE COLLEGE

The District Board of Trustees of Pensacola State College, Florida hereby extends an Invitation to Bid on Elevator Maintenance Service at Pensacola State College.

The Bid opening deadline is **May 28, 2013 at 2:00 p.m. local time**. All Bids must be mailed or delivered to the attention of the Director of Purchasing and Auxiliary Services at the address listed below:

Pensacola State College
Cassie Boatwright, Director
Purchasing and Auxiliary Services
1000 College Blvd
Bldg 7, Room 737
Pensacola, FL 32504

I. GENERAL CONDITIONS

1. **SEALED BIDS:** An original and two (2) copies must be mailed or delivered to the attention of Director of Purchasing and Auxiliary Services and be received in the Purchasing and Auxiliary Services Office, Pensacola State College, Barfield Administration Building 7 Room 737, 1000 College Boulevard, Pensacola, Florida 32504-8998 or be delivered to the Bid opening site, no later than **May 28, 2013 at 2:00 p.m. local time** and shall be clearly marked **Sealed ITB 7-2012/2013 – Elevator Maintenance Service**.
2. **BID EVALUATION:** An evaluation committee meeting, in accordance with FS 286.011(1), is scheduled to be held on **May 30, 2013 at 2:00 p.m. local time**, in the Barfield Administration Building No. 7, Room 737, 1000 College Boulevard, Pensacola, Florida 32504-8998. Bid tabulations and award recommendations will be posted in the Purchasing Department, Pensacola State College and online at http://www.pensacolastate.edu/purchasing/current_tabulations.asp. Posting normally occurs within 10 days of bid opening date.
3. **INSTRUCTIONS TO BIDDERS:** To ensure consideration of your bid, please follow these instructions. Bids not in compliance with conditions specified herein are subject to rejection.
4. **FACSIMILE BIDS:** Due to the requirement of sealed ITB responses, facsimile bids will not be acceptable as valid responses.
5. **DETERMINING FACTORS:** Services, costs, specifications and capability to provide these services and equipment will be determining factors in the awarding the Bid.

6. **QUESTIONS REGARDING ITB:** Pensacola State College has made every effort to provide prospective bidders with the information needed to appropriately respond to this ITB. Pensacola State College realizes that some clarification, interpretation, or additional information may be required.

Questions regarding any portion of this ITB shall reference the ITB number and be directed in writing to:

Pensacola State College
Cassie Boatwright, Director
Purchasing and Auxiliary Services
1000 College Blvd
Pensacola, FL 32504

Questions may also be submitted by e-mail cboatwright@pensacolastate.edu or faxed to the attention of the Purchasing Director at (850) 484-1839.

All such written requests must be received no later than **2:00 PM, local time, May 15, 2013**. Responses to all requests for more information will be included in any addenda and will be made available to all Bidders by **May 21, 2013**. Any requests for information received after the **May 15, 2013** deadline will not receive a response. Responses will not be made orally.

No interpretation shall be considered binding unless provided in writing by Pensacola State College in response to requests in full compliance with this provision. Bidders shall thoroughly examine and be familiar with the ITB. The failure or omission of any responder to receive or examine these documents shall in no way relieve any bidder of obligations with respect to this ITB or the subsequent contract or purchase order.

7. **DISCUSSIONS:** Informal communication shall cease on the date of issuance of this ITB and formal communications shall commence until bid is awarded. The Bidder must not discuss bid information, except for clarification requested by the College Purchasing Director, prior to the posting of the Bid results, with any employee, board member or authorized representative of the College. Violation of this restriction will result in **REJECTION** of the said bid.
8. **ADDENDA:** All addenda issued during the time of bidding shall become part of the Bid Documents, and receipt thereof must be acknowledged in writing with the Bid. The College accepts no responsibility for inaccurate Bids due to missed information contained in any addendum. Each Bidder should ensure that they have received all addenda and amendments to the ITB before submitting their bid. Please access the College web site at http://www.pensacolastate.edu/purchasing/current_solicitations.asp for any addenda.
9. **LATE BIDS:** It is the Bidder's responsibility to make certain that his/her bid is in the hands of the Purchasing Director prior to the opening time at the specified location. Pensacola State College accepts no responsibility for late or misdirected mail deliveries. Late Bids will not be considered.
10. **BID OPENING:** Shall be public, on the date, location and the time specified in the ITB. It is the bidders' responsibility to assure that his/her Bid is delivered at the proper time and place of the Bid Opening. Bids which for any reason are not delivered as specified will not be considered. Offers by telegram, telephone or fax are not acceptable. A Bid may not be altered after opening of the Bids.

11. **EXECUTION OF BID:** Bids must contain a manual signature of authorized representative in the space provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made to bid price or terms must be initialed.
12. **CONFLICT OF INTEREST:** The award there under is subject to the provision of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of Pensacola State College. Further, all proposers must disclose the name of any Pensacola State College employee who owns directly or indirectly, an interest in the proposer's firm or any of its branches.
13. **CLARIFICATION:** The College reserves the right to request clarification of information submitted and to request additional information of Bidder, if needed.
14. **CONSIDERATION OF BIDS:** **As its best interest may require and at its sole discretion, Pensacola State College reserves the right to make award(s) by the individual service, group of services, all or none, or any combination thereof; to reject any and all Bids or waive any minor irregularity, technicality or element deemed immaterial by the College, at its sole discretion, in the Bids received.** The College reserves the right but is not obligated, to negotiate with the prevailing responder in order to improve a term or condition so that it is more beneficial to the College. All such waivers or negotiations, and the justifications therefore, will be reduced to writing. Bidders are cautioned to make no assumptions unless their Bid has been evaluated as being responsive to all bid requirements, submission requirements, general conditions and special conditions of this Invitation to Bid. The College shall not be responsible for any cost or expense incurred by the Bidder in preparing or submitting a bid or any cost prior to the execution of the contract agreement. In the event of an error in extending the total cost of any item, the unit price submitted will prevail.
15. **QUALIFYING BIDDERS:** Pensacola State College reserves the right to require a Bidder to submit such evidence of qualifications as it may deem necessary and may consider any evidence available concerning the financial and other qualifications of the Bidder.
16. **BID AWARD:** Award is expected to be made to the Bidder who best meets the requirements of Pensacola State College considering responsibility, responsiveness and price. A purchase order detailing agreed terms will be rendered between the College and the successful bidder. Terms of the contract will include any and all items as specified in the bid, plus mutually agreed terms and conditions.
17. **GOVERNMENTAL RESTRICTION:** In the event any court ruling, administrative rule, or governmental restrictions are interpreted or imposed so as to necessitate alteration of the material quality of the services offered in this Bidder to its completion, it shall be the specific regulation which required an alteration. The College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the College.
18. **DEFAULT:** Failure to perform according to this ITB and/or resulting contract or purchase order shall be cause for your firm to be found in default in which event any and all re-procurement costs may be charged against your firm. Any violations of these stipulations may also result in the Bidder's name being removed from Pensacola State College vendor mailing list.
19. **LEGAL REQUIREMENTS:** Applicable provisions of all Federal, State, county and local laws and of all ordinances, rules, written opinions and regulations thereof shall govern development, submittal and evaluations of all Bidders received in response hereto and shall govern any and all claims and

disputes which may arise between those submitting a Bidder response hereto and the College. Lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

20. **PUBLIC RECORDS:** Any material submitted in response to this Invitation to Bid will become a public document pursuant to Section 119.07, Florida Statutes. This includes materials which the Bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07(3) Florida Statutes.
21. **REASONABLE ACCOMMODATIONS:** Any person(s) requiring reasonable accommodations, in accordance with the provision of the American with Disabilities Act, for attendance at the Bid opening, will contact the Office of the Director of Purchasing at least seventy-two (72) hours in advance of the scheduled bid opening or Bidder submission deadline.
22. **PROTESTING OF ITB CONDITIONS/SPECIFICATIONS:** In accordance with Section 287.042(2) (c), Florida Statutes, any person who files an action protesting a decision or intended decision pertaining to contracts administered or purchases by the College pursuant to Section 120.57(3) (b), Florida Statutes, shall post at the time of filing the formal written protest, a bond payable to the College in an amount equal to 1 percent of the estimated contract amount. The bond shall be conditioned upon the payment of all costs which may be adjudged against him or her in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check, official bank check, or money order in the amount of the bond. If, after completion of the administrative hearing process and any appellate court proceedings, the college prevails, it shall recover all costs and charges which shall be included in the final order or judgment, excluding attorney's fees. Upon payment of such costs and charges by the person protesting the award, the bond, cashier's check, official bank check, or money order shall be returned to him or her. If the person protesting the award prevails, he or she shall recover from the College all costs and charges which shall be included in the final order of judgment, excluding attorney's fees. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

A. Protest to the Solicitation. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation.

B. Protest to a Solicitation Amendment. Any notice of intent to protest or formal written protest to any amendment issued by the College must be filed within the time limits set forth in Section 120.57(3) (b), Florida Statutes. The formal written protest shall be filed within 10 days after the date the notice of protest is filed.

C. Protest of a Decision to Award or Notice of Intent to Recommend an Award. Any person who is adversely affected by the College's decision or intended decision shall file a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. Any notice of protest or formal written protest to the award or intended award which is filed before the bid tabulation posting is null and void. To be considered a notice of intent to protest and a formal written protest must be filed within the time limits set forth in Section 120.57(3) (b), Florida Statutes.

23. **POSTING OF ITB RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations will be posted in the Purchasing Department and online at http://www.pensacolastate.edu/purchasing/current_tabulations.asp and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of ITB Recommendations/Tabulations shall be posted in the Purchasing Department and/or http://www.pensacolastate.edu/purchasing/current_tabulations.asp (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each proposer to ascertain the revised date of the posting of ITB Recommendations/Tabulations.
24. **PIGGYBACK LANGUAGE:** With the consent and agreement of the successful bidder(s) purchases may be made under this ITB by other community colleges, state universities, district school boards and by other educational institutions or governmental entities within the state of Florida. Such purchases shall be governed by the same terms and conditions stated in the Bid solicitation as provided in State Board of Education Rule 6A-14.0734 (2) (c).
25. **PUBLIC ENTITY CRIME:** In accordance with FS 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in FS 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Your signature on the bid sheet certifies that your firm has not committed any public entity crime as specified.
26. **TAXES:** Sales to Pensacola State College are exempt from state sales tax. State sales tax certificate of exemption number 85-8012557294C-2 will be issued upon request.
27. **INSURANCE:** The successful bidder shall provide appropriate insurance as indicated hereafter:
- (a) Valid workmen's compensation insurance as required by Chapter 440, Florida Statutes;
 - (b) General public liability insurance against bodily injury, personal injury, and property damages, in limits of not less than \$1,000,000 per claimant, and \$2,000,000 per incident or occurrence. The District Board of Trustees, Pensacola State College, Florida shall be named as an additional insured on the contractor's policy.
 - (c) Automotive liability insurance for all owned, hired and non-owned autos against bodily injury and property damage, in limits of not less than \$200,000.00 each occurrence; \$300,000.00 per aggregate.
 - (d) Certificates evidencing that all of the previously listed insurance is in force shall be forwarded to the Purchasing and Auxiliary services office prior to any work beginning. The Certificate of General Public Liability Insurance shall list The District Board of Trustees, Pensacola State College, Florida, as additional insured.

28. All bids shall be submitted on this bid form, and shall be properly signed by an authorized representative, of the firm or entity submitting the bid, in order to be considered. Failure to complete and return response on this form may be cause for rejection of the response.

NOTE: Any and all special conditions and specifications attached hereto which vary from these general conditions shall have precedence and shall control.

We look forward to your participation in submitting a bid for consideration. Any questions or concerns should be addressed to the Director Purchasing and Auxiliary Services (850) 484-1794.

Cassie Boatwright

Cassie Boatwright
Director Purchasing and Auxiliary Services

This Bid is for a multiple year agreement for maintenance of elevators for Pensacola State College. The agreement will be renewable, upon mutual consent on an annual basis, with the first term effective July 1, 2013 through June 30, 2014.

1.01 SCOPE:

The intent of these provisions is to establish a firm price, for complete maintenance and repair, including inspections, adjustments, and replacement parts for the elevator equipment as shown in the schedule and location summary listed herein.

1.02 MANNER AND TIME OF CONDUCTING WORK:

The successful respondent will provide the Director, Physical Plant, with a twelve (12) month schedule of dates for routine cleaning and maintenance at the Pensacola, Milton, Warrington Campuses, and the Downtown Center. Prior to commencing monthly service work or trouble call work, contact Henry Bressack, Maintenance Services Manager at 484-1176.

Completed work will be verified by the above individuals on contractor's work tickets. Signed work tickets will be submitted with monthly invoices.

The Contractor shall respond to trouble calls within Four (4) hours.

The contractor shall use trained elevator mechanics directly employed and supervised by his company. The contractor and maintenance personnel shall use all reasonable care to maintain the elevator equipment in proper and safe operating condition. Routine work required for the performance of the contract shall be performed during regular working hours of regular working days as established by the contractor and the elevator trade, and satisfactory to the College.

1.03 INSPECTION OF PREMISES:

An inspection of the premises prior to submitting bids, to determine the complete scope of the service to be rendered on each elevator involved is required. Failure to do so will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any labor that may be required to complete the work in strict accordance with the specifications. Contact Henry Bressack at 484-1179 to schedule the inspections.

1.04 CANCELLATION:

This contract shall be in force and effective for the period of July 1, 2013 through June 30, 2014 and shall be automatically renewed from year to year unless cancelled by either party in writing upon thirty days' notice to the other party.

1.05 PRICING:

All pricing will remain firm through June 30, 2014. The College reserves the right to terminate the agreement at the end of one (1) year period as per Florida State Statutes Section 237.161 or to renew the contract for successive one (1) year periods, for a total of three (3) additional years, at its option. Any price adjustment requests must be submitted in writing by April 1, of each fiscal year, to the Director of Purchasing and Auxiliary Services, in order to be considered for the following fiscal year.

Renewals shall be contingent upon satisfactory performance evaluations by Pensacola State College and subject to the availability of funds.

1.06 INVOICES:

Invoices shall be submitted on a monthly basis for the previous month, and be accompanied with written copies of monthly service tickets, and any deficiencies found during routine service shall be annotated on the service ticket and explained to owner.

1.07 SUBMITTALS:

The following items shall be submitted with your quote in order to be considered.

- A. A copy of your Business License, and the State of Florida Certification number;
- B. A list of at least four (4) owners of like equipment for whom your firm has provided maintenance services during the last three years shall be included with your quote. Please list the name, address, telephone number, contact person, and date of last service provided for each reference included.
- C. Proof of Insurance and workmen's compensation as required.

Elevator Maintenance Scope of Work/Agreement

The Elevator Service Company will furnish full maintenance service on the elevator systems located at Pensacola State College, FL

Under this agreement, the elevator service company will service the entire elevator system or systems on the terms and conditions subsequently set forth herein? The elevator service company will use trained personnel directly employed and supervised by the company. The elevator service company will regularly and systematically inspect adjust and lubricate as required, and repair or replace: relays, contacts, switches, solids state devices, wiring, plunger seals, door Gibbs and door roller wipers. Lubricate guide rails. Repair and or/replace car and guide shoe liners.

Furnish all oil, grease and other lubricants properly compounded for various elevator applications, and necessary cleaning materials for the equipment. Clean all equipment, hoist ways and machine rooms and keep same in good order, maintain accurate service records in the elevator equipment rooms and fulfill the maintenance requirements of ASME A17.1 and document any changes or upgrades to the elevator equipment.

This agreement includes the servicing, cleaning, repairing and replacing of the following accessory elevator equipment, under normal wear and use: signals, signal lights, interlocks, door hangers, door closers, door operator motor, safety edges, switches and wiring.

This agreement does not include refinishing, repairing or replacement of car enclosure, fan, gates and /or doors, hoist way enclosure, rail alignment, hoist way doors, door frames and sills, hoist way gates, finished flooring, car lighting, power feeders, their wiring and fusing, hydraulic cylinder, underground piping, smoke or heat sensors.

The elevator service company shall provide owner with written copies of monthly service tickets, any deficiencies found during routine service shall be annotated on the service ticket and explained to owner.

The following shall be tested monthly, telephone, alarm bell, door open button, fire service, emergency lighting, door closing force and photo edges.

Emergency phone in the car is not covered by this contract. Owner must maintain a dedicated phone line that is answered live 24/7 in case of emergency.

This agreement includes call back service during regular working hours, 8am to 5pm Monday – Friday, of the elevator trade. If call back service is requested during overtime hours and the call is not covered by this contract there will be a charge for a 2 hour minimum service fee, plus parts if needed.

It is mutually understood that the service company shall not be required to install new attachments on the elevators as recommended or directed by insurance companies or government authorities.

It is the intent of this agreement, that the elevator service company will perform an all-encompassing, full maintenance service, including all parts and labor, except such part and labor specifically excluded in writing which includes proprietary control systems. And under no circumstances shall the owner be liable for consequential damages.

The service company will coordinate the annual pressure test and re-certification inspection as per Florida Elevator Code with a Florida Certified Elevator Inspector. The inspection fee is to be paid by owner as per Florida Administration Rules.

BID FORM		
ITEM QTY/UNIT	Maintenance of hydraulic and cable hoist Elevators located on the Pensacola, Milton, Warrington, South Santa Rosa Center, and the Downtown Center of the Pensacola State College	UNIT PRICE PER YEAR PER ELEVATOR
1. 1 Each	Classroom – Building 1	
2. 1 Each	Registration – Building 2	
3. 1 Each	Liberal Arts – Building 4	
4. 1 Each	Student Affairs – Building 6	
5. 1 Each	Administration – Building 7	
6. 1 Each	Business Education – Building 10	
7. 1 Each	Adult High School – Building 11	
8. 1 Each	Cosmetology Department – Building 12	
9. 1 Each	Social Studies – Building 14	
10. 1 Each	Career Development – Building 17	
11. 1 Each	Library – Building 20	
12. 1 Each	Science and Advanced Technology – Building 21	
13. 1 Each	WSRE-TV – Building 23	
14. 1 Each	College Center – Building 96	
15. 1 Each	Pace Center – Building 98	
16. 1 Each	Health Related Education – Building 3100 – Warrington Campus	
17. 1 Each	Arts and Sciences – Building 3400 – Warrington Campus	
18. 1 Each	Health Sciences – Building 3700 – Warrington Campus Elevator One	
19. 1 Each	Health Sciences – Building 3700 – Warrington Campus Elevator Two	
20. 1 Each	Life Fitness Center – Building 4000 – Milton Campus	
21. 1 Each	Downtown Center - 418 W. Garden St (cable hoist)	
22. 1 Each	South Santa Rosa Center - 5075 Gulf Breeze Pkwy, Gulf Breeze, FL 32563	
GRAND TOTAL		

CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

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

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

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

SIGNATURE OF VENDOR REPRESENTATIVE: _____

TYPED OR PRINTED NAME VENDOR REPRESENTATIVE: _____

BIDDING FIRM OR ENTITY NAME: _____

BID SUBMITTED BY:

FEDERAL TAX NUMBER: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

TYPED OR PRINTED NAME OF REPRESENTATIVE: _____

SIGNATURE OF REPRESENTATIVE: _____

EMAIL: _____ **FAX:** _____

DATE: _____

ACKNOWLEDGMENT OF ADDENDUM/S: _____