

to award Skyline Elevators with the secondary contract for RFP 173-0-2010/AT for reasons listed above.

The following items are attached: legal ad proof, bid opening meeting minutes, Selection Committee meeting minutes, Selection Committee score sheets, Ameritech Elevator & Escalators Inc. bid document, Skyline Elevators bid document, the Primary contract for Ameritech Elevator & Escalators, Inc., the Secondary contract for Skyline Elevators, the Notice of Award and the Notice to Proceed for Ameritech Elevator & Escalators, Inc., and the Notice of Award and the Notice to Proceed for Skyline Elevators.

The Villages
DAILY SUN

Published Daily
Lady Lake, Florida
State of Florida
County Of Lake

Before the undersigned authority personally appeared Jean Ross Harlan, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal Ad # 266545 in the matter of October 29, 2010

in the _____ court, was published in said newspaper in the issues of _____

Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lake Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Jean Ross Harlan
(Signature Of Affiant)

Sworn to and subscribed before me this 5 day of November, 2010

Robin Louise Baldeschwieler
Robin Louise Baldeschwieler, Notary

Personally Known X or _____
Production Identification _____
Type of Identification Produced _____

Attach Notice Here

Notary Public, State of Florida
Robin Louise Baldeschwieler
My Commission DD829868
Expires 10/09/2012

REQUEST FOR PROPOSALS
Notice is hereby given that the Board of County Commissioners of Sumter County, Florida, will be receiving proposals for the following:

"SUMTER COUNTY ELEVATOR REPAIR AND MAINTENANCE SERVICES"

Detailed proposals are available upon request by calling (352) 689-4435, or by coming to the Sumter County Board of County Commissioners Office, Financial Services Department, 7375 Powell Road, Wildwood, Florida, 34785 or by contacting Demand Star at 1-800-711-1712 or www.DemandStar.com.

All inquiries and questions regarding this RFP must be made only to the contact identified below and shall be made in writing by fax, e-mail, or mail:
Amanda Taylor, Procurement Coordinator
Mailing Address: 7375 Powell Road
Wildwood, FL 34785
E-mail: Amanda.Taylor@sumtercountyfl.gov
Fax: (352) 689-4401

The deadline for submission of questions relating to the RFP shall be November 12, 2010 at 5:00 PM. Proposals must be received by the County no later than 11:00am, November 29, 2010. Proposals will be opened at 11:05am on November 29, 2010 in Room 1052 at The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785. Late submittals will be rejected and returned unopened to the Proposer. Proposals must be firmly sealed in packaging that is clearly marked on the outside: "Board of Sumter County Commissioners Elevator Repair and Maintenance Services RFP 173-0-2010/AT". Sealed Proposals must be mailed or delivered to Mrs. Amanda Taylor at the above listed address.

Upon submission, all Proposals become the property of the County, who has the right to use any or all ideas presented in any Proposal submitted in response to this RFP, whether or not the Proposal is accepted. Proposals will be opened immediately following the due date and time.

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

#266545 October 29, 2010

RFP 173-0-2010/AT Elevator Repair & Maintenance bid opening was held at 11:05 am on 11-29-2010 at The Villages Sumter County Service Center, 7375 Powell Road, Room 110, Wildwood, FL 34785. The room location was revised; doors were posted at the building entrance, on the doors of Room 1052, and on the doors of Room 110. Staff members within the Financial Services Department and County Administration Office were also advised of the room change in an effort to assist persons wishing to attend the meeting.

Robert Kegan and Tina Chavez were present representing county staff.

Two (2) RFP packages were received on time and were opened in no particular order as follows:

1. Xpert Elevator Services, Inc., located in Royal Palm Beach; all copies were included, Addendum 1 and 2 were properly acknowledged; monthly maintenance schedule price \$60.00 per/elevator per month for a total service price of \$360.00 per month, total annually \$4,320.00, this does not include rate break down provided on Page #26 of the submittal package.

Rates from Page #26 are as follows: standard hourly rate \$150.00, overtime rate \$300.00 per hour, weekend rate \$300.00 per hour, holiday rate \$300.00 per hour, travel rate - billable at overtime rate, mileage rate \$0.50 per mile, charges for estimates - no charge, charges for service vehicle - n/a, percent make up on parts - 50%.

2. Ameritech Elevator & Escalator, Inc., located in Celebration, FL; all copies were included, Addendum 1 and 2 were properly acknowledged; monthly service cost \$600.00, total annually \$7,200.00, this does not include rate break down provided on Page #26 of the submittal package.

Rates from Page #26 are as follows: 24/7 phone monitoring at no additional charge (this does not include providing, installing, or maintaining the phone equipment, this will be at the cost of the elevator service purchaser), 3% discount on all invoices paid at Net 10, standard hourly rate - mechanic \$140.00 helper \$98.00, overtime rate - 1.7 - mechanic \$238.00 helper \$166.00 / double mechanic \$280.00 helper \$196.00, weekend rate - Saturday - mechanic \$238.00 helper \$166.00 / Sunday - mechanic \$280.00 helper \$196.00, holiday rate - mechanic \$280.00 helper \$196.00, travel rate - portal to portal at above listed rates, mileage rates - no charge, charges for estimates - no charge, charges for service vehicle - no charge, percent mark up on parts - 15%.

Working Hours: regular time - Monday through Friday 8am to 4:30pm; overtime @ 1.7 - after regular hours and Saturday's; overtime at double time - holidays, Sunday's and after hours repair work.

The meeting adjourned at 11:20am.

One bid from Skyline Elevators, located in Groveland, FL was received late; however, delivery was attempted by FedEx on Friday prior to the due date deadline. County offices were closed on Friday so FedEx was unable to leave the package. Because of this their bid is being accepted and sent to the Selection Committee to review. The FedEx Tracking Receipt has been attached to their original bid packet.

3. Skyline Elevators, located in Groveland, FL; all copies were included, Addendum 1 and 2 were not acknowledged properly; monthly service price is \$620.00 with a total annual price for all units \$7,440.00 per year. This does not include rate break down provided on Page #26 of the bid document.

Rates from Page #26 are as follows: standard hourly rate - \$150.00, overtime rate - \$225.00, weekend rate - \$225.00, holiday rate - \$300.00, travel rate - \$150.00, mileage rate - n/a, charges for estimates - n/a, charges for service vehicles - n/a, percent mark up on parts - 15%.

RFP 173-0-2010/AT

Elevator Repair and Maintenance

Selection Committee Meeting

Elevator Repair and Maintenance Services Selection Committee meeting was held on December 3, 2010 at 11:05 a.m. in room 1052 of The Villages Sumter County Service Center 7375 Powell Road, Wildwood, FL 34785. Selection Committee members Richard Cobb, Robert Kegan, and Douglas Conway were present along with Tina Chavez from Financial Services Department to represent county staff.

Three proposals were under consideration by the Selection Committee: Ameritech Elevator & Escalator, Inc.; Skyline Elevators; and Xpert Elevator Services, Inc.

Upon initial discussion committee members agreed to reject Xpert Elevator Services based on the mark up rate of the repair parts (50%) and mileage/travel costs.

Experience and proximity of Ameritech and Skyline were discussed. Committee members also discussed awarding a primary and secondary maintenance contract. Similar contracts have been awarded in the past and have proven effective in receiving timely service.

Scoring sheets were turned in with the following results:

	Ameritech	Skyline	Xpert Elevator Services
Robert "Bob" Kegan	4.25	4.0	(1.7) Rejected
Richard Cobb	3.175	2.425	Rejected
Douglas Conway	3.2	2.7	Rejected
Totals	10.625	9.125	

Selection Committee members recommendation to the Board of Sumter County Commissioners on December 14, 2010 will be Ameritech awarded as the primary contactor for monthly services and maintenance; Skyline will be recommended as a secondary contractor for maintenance (at hourly rates listed) and will be used in the event Ameritech is not able to provide maintenance in a timely manner.

Meeting adjourned at 11:30 a.m.

Score sheets will be posted on Demand Star.

Ameritech

PART 2
EVALUATION AND AWARD

PROPOSAL EVALUATION

This Request for Proposal includes following all the procedures in this document and sending the sealed proposal information to the Sumter County BOCC by the due date and time. Once proposals are received, the Selection Committee members will independently review each submittal and score each proposal based on the evaluation criteria. All proposals received in accordance with this Request for Proposals will be evaluated using the following criteria.

	Score	X Weight	= Rating	Weight = Rating
1. Contractor's Experience and Personnel / References	0.25		4	1.0
2. Warranty /Guarantee	0.10		0	0
3. Completeness of Proposal	0.15		5	0.75
4. Price	0.50	10	5	2.5
				4.25

SCORE:

- 0 = Non-Responsive
- 1 = Poor
- 2 = Fair
- 3 = Average (Included only minimum of what was asked for on subject criteria)
- 4 = Good
- 5 = Excellent

Do not attempt to contact any Selection Committee Member, staff member or person other than Mrs. Amanda Taylor for questions relating to this project. Anyone attempting to lobby Sumter County BOCC representatives may be disqualified.

Recommendation of award will be sent to all submitting vendors. The award will be based on the proposal that is most advantageous to the Sumter County. All Selection Committee recommendations are subject to Board approval.

The Selection Committee will meet to evaluate proposals on December 3, 2010 at 11:00am at The Villages Sumter County Service Center located at 7375 Powell Road, Wildwood, Florida, 34785.

PROPOSAL AWARD

Submitters and vendors registered through www.demandstar.com will have access to award documents via the website. All others wishing to receive an official tabulation of the results of the opening of this Proposal are to submit a self-addressed, stamped business size (No. 10) envelope. Proposal results requested by telephone, fax or electronic media will not be accepted.

stay home

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	Score	X Weight	= Rating	Weight = Rating
1. Contractor's Experience and Personnel / References	0.25		✓	1.0
2. Warranty / Guarantee	0.10		0	0
3. Completeness of Proposal	0.15		5	0.75
4. Price	0.50		4.5	2.25
				<u>4.0</u>

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	Score	X	Weight	=	Rating
1. Contractor's Experience and Personnel / References	<u>0.25</u>				<i>4</i> <i>1.0</i>
2. Warranty /Guarantee	<u>0.10</u>				<i>4 (1)</i> <i>0.10</i>
3. Completeness of Proposal	<u>0.15</u>				<i>4</i> <i>0.6</i>
4. Price	<u>0.50</u>				<i>0</i> <i>0.0</i>
					<i>1.7</i>

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Robert [Signature]

**PART 2
EVALUATION AND AWARD**

Ameritech

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	Score	X	Weight	=	Rating
1. Contractor's Experience and Personnel / References	<u>0.25</u>		<u>5</u>		<u>1.25</u>
2. Warranty / Guarantee	<u>0.10</u>		<u>0</u>		<u>0</u>
3. Completeness of Proposal	<u>0.15</u>		<u>3</u>		<u>.45</u>
4. Price	<u>0.50</u>		<u>3</u>		<u>1.5</u>
					<u>3.2</u>

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James J. Conway
12.3.2010

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EVALUATION AND AWARD**

Skylance

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	Score	X	Weight	=	Rating
1. Contractor's Experience and Personnel / References	0.25		<u>3</u>		<u>.75</u>
2. Warranty /Guarantee	0.10		<u>0</u>		<u>0</u>
3. Completeness of Proposal	0.15		<u>3</u>		<u>.45</u>
4. Price	0.50		<u>3</u>		<u>1.5</u>
					<u>2.7</u>

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Joseph J. Conway
12.3.2010

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	Score	X	Weight	=	Rating
1. Contractor's Experience and Personnel / References	0.25		3.5		0.875
2. Warranty /Guarantee	0.10		0		0
3. Completeness of Proposal	0.15		2		0.3
4. Price	0.50		4.0		2

SCORE:

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- 2 = Fair
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- 4 = Good
- 5 = Excellent

3.175

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	Score	X	Weight	=	Rating
1. Contractor's Experience and Personnel / References	<u>0.25</u>		<u>2.5</u>		<u>.625</u>
2. Warranty /Guarantee	<u>0.10</u>		<u>0</u>		<u>0</u>
3. Completeness of Proposal	<u>0.15</u>		<u>2</u>		<u>.3</u>
4. Price	<u>0.50</u>		<u>3</u>		<u>1.5</u>
SCORE:					<u>2.425</u>
0 = Non-Responsive					
1 = Poor					
2 = Fair					
3 = Average (Included only minimum of what was asked for on subject criteria)					
4 = Good					
5 = Excellent					

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Ameritech Elevator & Escalator, Inc.

Dina Lynch

Secretary

52 Riley Road Ste 388

Celebration, FL 34744

P 407-245-7300

Dina.Lynch@AmeritechElevator.com

**SEALED RFP NO: 173-0-2010\AT
SUMTER COUNTY FIRE ELEVATOR
REPAIR AND MAINTENANCE SERVICES
DUE DATE/TIME: MONDAY,
NOVEMBER 29, 2010 @ 11:00 AM**

ORIGINAL COPY

Sumter County Board of County Commissioners

7375 Powell Road

Wildwood Florida 34785

Phone: 352-689-4435

Fax: 352-689-4436

**PART 4
PROPOSAL DOCUMENTS
PROPOSAL COVER PAGE**

Name of Firm, Entity or Organization: Ameritech Elevator Company Inc.	
Federal Employer Identification Number (FEIN): 71-1007-682	
State of Florida License Number (If Applicable): _____	
Name of Contact Person: Dina Lynch	
Title: Secretary	
E-Mail Address: dina.lynych@ameritechelevator.com	
Mailing Address: 52 Riley Rd. Suite 388	
Street Address (if different): _____	
City, State, Zip: Celebration, FL 34747	
Telephone: 407-245-7300	Fax: 877-295-8720
Organizational Structure – Please Check One: Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/>	
If Corporation: Date of Incorporation: 8/2006 State of Incorporation: Florida	
States Registered in as Foreign Corporation: _____	
Authorized Signature: Print Name: <u>Dina Lynch</u>	
Signature: <u></u>	
Title: <u>Secretary</u>	
Phone: <u>407-245-7300</u>	
<i>This document must be completed and returned with your Submittal.</i>	

PROPOSER'S CERTIFICATION

Submit To: Sumter County Board of County Commissioners 7375 Powell Road Wildwood, Florida, 34785 Phone 352-689-4435 Fax 352-689-4436		SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS REQUEST FOR PROPOSAL (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT					
DUE DATE: November 29, 2010		DUE TIME: 11:00 AM					
RFP # 173-0-2010\AT							
TITLE: Sumter County Fire Elevator Repair and Maintenance Services							
VENDOR NAME: Ameritech Elevator Company Inc.		PHONE NUMBER: 407-245-7300					
VENDOR MAILING ADDRESS: 52 Riley Rd. Suite 388		FAX NUMBER: 877-295-8720					
CITY/STATE/ZIP: Celebration, FL 34747		E-MAIL ADDRESS: dina.lynch@ameritechlevator.com					
<p>"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose."</p>							
<table style="width:100%; border:none;"> <tr> <td style="text-align:center; width:25%;"> <u>1</u> Addendum # </td> <td style="text-align:center; width:25%;"> <u>2</u> Addendum # </td> <td style="text-align:center; width:25%;"> <u> </u> Addendum # </td> <td style="text-align:center; width:25%;"> <u> </u> Addendum # </td> </tr> </table>				<u>1</u> Addendum #	<u>2</u> Addendum #	<u> </u> Addendum #	<u> </u> Addendum #
<u>1</u> Addendum #	<u>2</u> Addendum #	<u> </u> Addendum #	<u> </u> Addendum #				
<p>"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for Sumter County Board of County Commissioners (BOCC), respondent agrees that if this proposal is accepted, the respondent will convey, sell, assign, or transfer to the Sumter County BOCC all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the Districts. At the Sumter County BOCC discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."</p>							
<u>Dina Lynch, Secretary</u> Authorized Agent Name, Title (Print)		<u>Dina Lynch</u> <u>11/19/10</u> Authorized Signature Date					
<i>This form must be completed and returned with your Submittal</i>							

STATEMENT OF TERMS AND CONDITIONS

PUBLIC ENTITY CRIME: 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 Proposal/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless Board of Sumter County Commissioners, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the tenant.

PROHIBITION OF LOBBYING: During the black out period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposal, or Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the Board awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the Board, or any Board employee other than the Budget & Purchasing Manager. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposal (RFP) or Invitation to Bid (ITB) must be submitted in writing to the Board's Budget & Purchasing Manager.

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Boards at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any vendor as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the Budget & Purchasing Manager before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposal/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each Proposer/Bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/BID's received. The Board and/or its CONSULTANT do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposal/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/BID's must make an appointment by calling the Budget & Purchasing Manager at (352) 689-00. All RFP's/BID's submitted in response to this solicitation become the property of the Board. Unless information submitted is proprietary, copy written, unademarked, or patented, the Board reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

TAXES: The Board of Sumter County Commissioners is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the work for which their RFP/BID has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the Boards to vendors is based on the recipient's specific request and application to DemandStar by Onvia at www.DemandStar.com [(603) 711-1712] or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

OWNERSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the Board. Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

VEHICULAR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Budget & Purchasing Manager will not be responsible for any mislabeled or misdirected submissions, nor those handed by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.037 of the Florida Statutes, and any other applicable state law.

BOARD OF SUMTER COUNTY COMMISSIONERS, are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the Boards. Submittals not meeting stated minimum terms and qualifications may be rejected by the Boards as non-responsive. The Boards reserve the right to reject any or all submittals without cause. The Boards reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Boards, or who has failed to perform faithfully any previous contract with the Boards or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the Boards.

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as _____" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein. **Total Proposed Price/Total Contract Sum Proposed:** If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP Identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/BID of the successful Proposer/Bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

AWARD OF BID: It is the Board's intent to select a vendor within sixty (60) calendar days of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least ninety (90) calendar days after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as the Boards may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Boards reserve the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The Boards shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the Boards' representative (Budget & Purchasing Manager). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"): The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract - services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval - without the vendor's approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the Budget & Purchasing Manager. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a proposal/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay any Demand Star fees or any shipping).

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition, unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The Budget & Purchasing Manager is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Boards unless evidenced by a Change Notice issued and signed by the Budget & Purchasing Manager, or designated representative.

QUANTITIES: The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Boards within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original Board format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

Dina Lynch 11/19/10
 (Signature and Date)

This document must be completed and returned with your Submittal

STATEMENT OF CONTRACTOR'S EXPERIENCE AND PERSONNEL

(Contractor may also provide any supplemental company or personnel information that will assist the Selection Committee in evaluating your proposal).

CONTRACTOR: Ameritech Elevator Company Inc.

DATE: 11/19/2010

1. How many years has your organization been in business as a general contractor under your present business name? 4 years

2. List all previous business names of your organization:
Not applicable

3. How many years experience in general contracting? 20 years
 Prime Contractor Ameritech Elevator Company Inc. Subcontractor N/A

4. List all officers and directors of your organization:

NAME	POSITION/TITLE
<u>Dina Lynch</u>	<u>Secretary</u>

5. Have you ever failed to complete any work awarded to you in the last 3 years?
 Yes _____ No X. If yes, where and why?

EXPERIENCE

1. Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual general contracting work of your organization?

<u>Tim Lynch</u>		<u>Operations Manager</u>
Name		Position
<u>Sales and Field Operations</u>	<u>20</u>	<u>3</u>
Type of Work	Yrs. Experience	Yrs. With Firm
<u>Gary McCormick</u>		<u>Foreman</u>
Name		Position

Technician	34	3
Type of Work	Yrs. Experience	Yrs. With Firm
Carlos La Torre		Adjuster
Name		Position
Technician	9	1
Type of Work	Yrs. Experience	Yrs. With Firm
Gary Danter		Field Technician
Name		Position
Elevators/ Escalators	11	3
Type of Work	Yrs. Experience	Yrs. With Firm
Kenyard Wright		Field Technician
Name		Position
Elevators/ Escalators	10	3
Type of Work	Yrs. Experience	Yrs. With Firm

2. List/describe five (5) contracts that you currently have or have recently completed.

<u>Hernando County Public Schools</u>	<u>Hernando County, FL</u>
Project	Location
<u>Present Contract</u>	<u>\$ 39,600.00</u>
Date	Contract Amount
<u>Barry Crowley (352) 797-7054</u>	
Contact Name and Phone Number	

<u>Pasco County Schools</u>	<u>Pasco County, FL</u>
Project	Location
<u>Present Contract</u>	<u>\$ 17,800.00</u>
Date	Contract Amount
<u>Eddie Flicker (727) 774-7975</u>	
Contact Name and Phone Number	

<u>Orlando Housing Authority</u>	<u>Orlando, FL</u>
Project	Location
<u>Present Contract</u>	<u>\$ 38,700.000</u>
Date	Contract Amount
<u>Rob Clerici (407) 648-0002 x 3100</u>	
Contact Name and Phone Number	
<u>Lake County Government</u>	<u>Lake County, FL</u>
Project	Location
<u>Present Contract</u>	<u>\$ 26,277.00</u>
Date	Contract Amount
<u>Sonia Carrillo (352) 343-9760</u>	
Contact Name and Phone Number	

<u>Broward County Public Schools</u> Project	<u>Broward County, FL</u> Location
<u>Present Contract</u> Date	<u>\$ 1,223,700.00</u> Contract Amount
<u>Mark Allan (754) 321-0505</u> Contact Name and Phone Number	

CONTRACTOR'S AFFIDAVIT

State of Florida
County of OSCEOLA

Before me personally appeared Dina Lynch who is (title) Secretary of (the company described herein) Ameritech Elevator Company Inc. being duly sworn, deposes and say that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by The Sumter County Board of County Commissioner deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

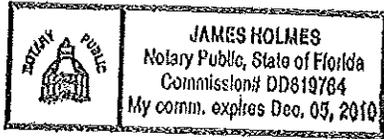
Personally Known or Produced Identification _____

Sworn to and subscribed before me this 19th day of NOVEMBER, 2010

NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

JAMES HOLMES
(Print Name of Notary Public)

(seal)



DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

Ameritech Elevator Company, Inc.
(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under proposal or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Jim Lynch
Authorized Signature

11-19-10
Date Signed

State of: FLORIDA

County of: OSCEOLA

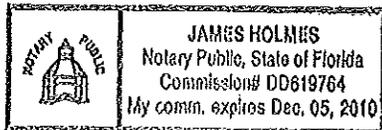
Sworn to and subscribed before me this 19th day of November, 2010

Personally known or Produced Identification _____
(Specify Type of Identification)

[Signature]
Signature of Notary

My Commission Expires DEC 5TH 2010

(seal)



This document must be completed and returned with your Submittal

DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS AND SUPPLIERS

Name of Firm Submitting Proposal:

Ameritech Elevator Company, Inc.

(Print or Type)

Name of Person Submitting Proposal:

Dina Lynch

(Print or Type)

Please list all Subcontractors, Subconsultants or Suppliers to be used in connection with performance of this contract. Attach additional sheets as necessary.

Name of Firm or Agency: Not Applicable

Address:

Telephone:

Contact Name / Title:

Name of Firm or Agency: Not Applicable

Address:

Telephone:

Contact Name / Title:

Name of Firm or Agency: Not Applicable

Address:

Telephone:

Contact Name / Title:

Name of Firm or Agency: Not Applicable

Address:

Telephone:

Contact Name / Title:

Name of Firm or Agency: Not Applicable

Address:

Telephone:

Contact Name / Title:

This document must be completed and returned with your Submittal

ELEVATORS INCLUDED IN THIS CONTRACT

LOCATION	STATE SERIAL NUMBER	CLASS	DRIVE	MANUFACTURER	SPEED	CAPACITY	LANDINGS	MONTHLY SERVICE COST
POWELL ROAD	098056	PASSENGER	HYDRAULIC	ThyssenKrupp	100 FPM	2500 LBS	2	\$80.00
DETENTION CENTER	51067	PASSENGER	HYDRAULIC	US	100 FPM	2500 LBS	2	\$80.00
JUDICIAL BUILDING #1	51066	PASSENGER	HYDRAULIC	US	100 FPM	2500 LBS	2	\$80.00
JUDICIAL BUILDING #2	51065	PASSENGER	HYDRAULIC	US	100 FPM	2500 LBS	2	\$80.00
HISTORIC COURTHOUSE	5165	PASSENGER	TRACTION	OTIS	100 FPM	2500 LBS	3	\$180.00
SECURITY VESTIBULE	098057	PASSENGER	HYDRAULIC	ThyssenKrupp	110 FPM	4500 LBS	3	\$100.00

The contractor must provide a detailed list of services required and prices for the above elevators. The prices will be broken down per elevator, per event such as quarterly, annually, etc.

24-Hour Monitoring

Ameritech Elevator Company Inc. will include the cost of 24 /7 phone monitoring at no additional charge.

NOTE: This does not include providing, installing, or maintaining the phone equipment, this will be at the cost of the elevator service purchaser.

LABOR RATES

	REGULAR	O.T. (1.7)	O.T. DOUBLE
MECHANIC	\$140.00	\$238.00	\$280.00
HELPER	\$98.00	\$166.60	\$196.00

WORKING HOURS

Regular Time:	Monday through Friday 8:00 AM to 4:30 PM
Overtime @ 1.7:	After regular hours & Saturdays
Overtime @ Double Time:	Holidays, Sundays & After Hours Repair Work

DISCOUNTS

3% Discount on all invoices paid at Net 10.

NOTE: The above pricing is per the specifications of Sumter County BOCC RFP 173-0-0210/AT Elevator & Repair Maintenance Services

The county reserves the right to solicit formal bids for jobs with an estimated cost of \$25,000 or more.

Proposal / Quote Information Exhibit "A"

Date Submitted: 11/19/2010
 Company Name: Ameritech Elevator Company, Inc.
 Business Address: 52 Riley Road Ste 388
Celebration, FL 34747
 Telephone Number: 888-352-5438

References:	<u>(1) Orlando Housing Authority</u>	<u>Rob Clerici</u>	<u>(407) 648-0002 x 3100</u>
	<i>Company Name</i>	<i>Contact Name</i>	<i>Telephone No.</i>
	<u>(2) Pasco County Schools</u>	<u>Eddie Flicker</u>	<u>(727) 774-7975</u>
	<i>Company Name</i>	<i>Contact Name</i>	<i>Telephone No.</i>
	<u>(3) Lake County Government</u>	<u>Sonia Carillo</u>	<u>(352) 343-9760</u>
	<i>Company Name</i>	<i>Contact Name</i>	<i>Telephone No.</i>

Person who may be contacted for information regarding the contents of this proposal:
Linh Valovy linh.valovy@ameritechlevator.com 407-245-7300

QUOTE RESPONSE CONTINUED

Rates:

Rates for the following will be included:

- | | | |
|--|---|-----------------|
| 1. Standard Hourly Rate: | Mechanic - \$140.00 | Helper \$ 98.00 |
| 2. Overtime Rate: | 1.7: Mechanic - \$238.00 | Helper \$166.00 |
| | Double: Mechanic - \$280.00 | Helper \$196.00 |
| 3. Weekend Rate: | Saturdays: Mechanic - \$238.00 | Helper \$166.00 |
| | Sundays: Mechanic - \$280.00 | Helper \$196.00 |
| 4. Holiday Rate: | Mechanic - \$280.00 | Helper \$196.00 |
| 5. Travel Rate: | Portal to Portal at above listed rates | |
| 6. Mileage Rate: | No Charge | |
| 7. Charges for Estimates: | No Charge | |
| 8. Charges for Service Vehicle: | No Charge | |
| 9. Percent mark up on parts: | 15% | |
| 10. Cost per services for each elevator: | To include a detailed list of services and prices for the above elevators. The prices will be broken down per elevator, per event such as quarterly, annually, etc. A cumulative total for each elevator will also be provided. See Page 25 | |

Business/Occupational Licenses attached? yes no

License numbers of all personnel available for this contract attached? yes no

**provided upon reward of bid

The service to be furnished by us is hereby declared and guaranteed to be in conformance with the specifications of the County.

The undersigned do agree that should this Proposal be accepted, to execute the form of contract and present the same to the Director for approval within fifteen (15) days after being notified of the awarding of the Contract.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 19th day of November, 2010 in the County of Polk, in the State of Florida.

Ameritech Elevator Company Inc.
Firm's Complete Legal Name

52 Riley Rd. Suite 388
(Address)
Celebration, FL 34747
(City, State, ZIP)

Phone No. 407-245-7300
Fax No. 877-295-8720

- Check one of the following:
[] Sole Proprietorship
[X] Corporation or P.A. State of
[] Limited Partnership
[] General Partnership

By: Dina Lynch [Signature]
Typed and Written Signature
Secretary
Title

ADDITIONAL CONTACT INFORMATION

Send Payments To:
(REQUIRED ONLY if different from above)
(Company Name used as Payee)
(Address)
(City, State, ZIP)

Contact Name Phone No.
Title FAX No.
Email address:

Office Servicing Sumter County Account /Place Orders/Request Supplies
(REQUIRED ONLY if different from above)
(Address)
(City, State, ZIP)

Contact Name Phone No.
Title FAX No.
Email Address:

**PART 6
EXHIBITS
Exhibit B
Proposal Form**

To: Bradley Arnold
County Administrator
7375 Powell Road
Wildwood, FL 34785
Telephone: (352) 689-4400

Re: Elevator Repair and Maintenance Services

Dear Mr. Arnold:

Having carefully examined the RFP document and being familiar with the premises affecting the work, the undersigned proposes and hereby agrees to furnish all labor and material and to perform all work in accordance with said documents for the Lump Sum Amount of:

Seven Thousand, Two hundred Dollars (\$ 7,200.00) per year

1. In submitting this Proposal, it is understood that the right is reserved by the Board of Sumter County Commissioners to reject any and all proposals.
2. The Contractor hereby acknowledges the receipt of Addenda No. 1-2 Issued during the proposal period and certifies their inclusion in the proposal. (Indicate "NONE" if no addendums were received).
3. The Undersigned agrees that this proposal will hold good for sixty (60) days from due date.
4. All request for information (RFI's) will be sent to Mrs. Amanda Taylor for response.

Date: 11/19/2010

Ameritech Elevator Company Inc.
Contractor
By: Dina Lynch
Title: Secretary
Telephone: 888-352-5438
Address: 52 Riley Rd. Suite 388
Celebration, Fl 34747



CERTIFICATE OF LIABILITY INSURANCE

OP ID MAJU

DATE (MM/DD/YYYY)

11/18/10

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 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 Neace Lukens - Louisville 2305 River Rd Louisville KY 40206 Phone: 502-894-2100 Fax: 502-894-8602	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No):	
	EMAIL ADDRESS: PRODUCER CUSTOMER ID #: AMEEL-2	
INSURED Ameritech Elevator & Escalator Inc. 52 Riley Rd, Ste 388 Celebration FL 34747	INSURER(S) AFFORDING COVERAGE	
	INSURER A: StarNet Insurance Company	NAIC #
	INSURER B: Commerce & Industry Ins. Co.	19410
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES**CERTIFICATE NUMBER:****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 ITR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			JMS000037701	09/01/10	09/01/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			JMS000037701 JMS000037701	09/01/10 09/01/10	09/01/11 09/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ -0-			BE011162390	09/01/10	09/01/11	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	BNUWC0111067	09/01/10	09/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Elevator or Escalator Inspecting, Installation, Servicing or Repair -
 Product - Comp/Ops are subject to Gen Aggregate
 Certificate holder is listed as additional insured in regards to the general liability as required by written contract with the named insured.

CERTIFICATE HOLDER**CANCELLATION**

SUMC014 Sumter County Board of County Commissioners Lita Hart, Risk Mgmt Dept. 7375 Powell Road Suite 219 Wildwood FL 34785	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 
---	---

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THANK YOU FOR SUPPORTING ECONOMIC DEVELOPMENT

Where Innovation Drives Economic Growth!

Local county business taxes are used by the Polk County Board of County Commissioners to support Central Florida Development Council of Polk County (CFDC) initiatives, activities and programs.

For more on economic development in Polk County visit: www.CFDC.org



POLK COUNTY LOCAL BUSINESS TAX RECEIPT
ACCOUNT NO. 85633

CLASS: A

EXPIRES: 9/30/2011

OWNER NAME DINA M LYNCH	LOCATION 334 ASHFORD DR DAVENPORT
----------------------------	---

BUSINESS NAME AND MAILING ADDRESS

AMERITECH ELEVATOR COMPANY INC

334 ASHFORD DR
DAVENPORT, FL 33837-9104

CODE	ACTIVITY TYPE
440000	LTD RETAIL TRADE
810000	LTD OTHER SERVICES

PROFESSIONAL LICENSE (IF APPLICABLE)	
DBPR	ELC459
DBPR	CC2164



OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE
CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID-604070.0002-0002 11/23/2010 11/23/2010 KJH 605 46.23 DINA M LYNCH



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUREAU OF ELEVATOR SAFETY
1940 NORTH MONROE STREET
NORTHWOOD CENTRE
TALLAHASSEE

FL 32399-1013

850-487-1395

AMERITECH ELEVATOR COMPANY INC
334 ASHFORD DR
DAVENPORT FL 33837

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation.

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.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers.



STATE OF FLORIDA AC# 4785654
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELC459 01/15/10 000000000

ELEVATOR COMPANY
AMERITECH ELEVATOR COMPANY INC

ELEVATOR COMPANY
REQUIRED TO CARRY OR BE COVERED
BY GENERAL LIABILITY INSURANCE
IS REGISTERED under the provisions of Ch.399 F
Expiration date: DEC 31, 2010 L10011500003

DETACH HERE

AC# 4785654

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUREAU OF ELEVATOR SAFETY

SEQ# L10011500003

Table with 3 columns: DATE, BATCH NUMBER, LICENSE NBR. Row 1: 01/15/2010, 000000000, ELC459

The ELEVATOR COMPANY
Named below IS REGISTERED
Under the provisions of Chapter 399 FS.
Expiration date: DEC 31, 2010
REQUIRED TO CARRY OR BE COVERED
BY GENERAL LIABILITY INSURANCE
AMERITECH ELEVATOR COMPANY INC
334 ASHFORD DR
DAVENPORT FL 33837

NON-
TRANSFERABLE

CHARLIE CRIST
GOVERNOR

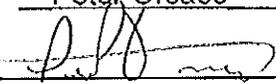
DISPLAY AS REQUIRED BY LAW

CHARLIE LIEM
INTERIM SECRETARY

ORIGINAL

PART 4
PROPOSAL DOCUMENTS

PROPOSAL COVER PAGE

Name of Firm, Entity or Organization: Skyline Elevators	
Federal Employer Identification Number (FEIN): 26 1258219	
State of Florida License Number (If Applicable): ELC 514	
Name of Contact Person: Peter Orsaeo	
Title: Sales & Service Manager	
E-Mail Address: Pete@SkylineElevators.com	
Mailing Address: 11306 Bay Lake Rd.	
Street Address (if different):	
City, State, Zip: Groveland, Florida 34736	
Telephone: 800-781-8456	Fax: 352-429-8582
Organizational Structure – Please Check One:	
Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/>	
If Corporation:	
Date of Incorporation:	State of Incorporation: Florida
States Registered in as Foreign Corporation:	
Authorized Signature:	
Print Name: <u>Peter Orsaeo</u>	
Signature: <u></u>	
Title: <u>Sales & Service Manager</u>	
Phone: <u>407-230-3028</u>	
<i>This document must be completed and returned with your Submittal.</i>	

STATEMENT OF TERMS AND CONDITIONS

PUBLIC ENTITY CRIME: 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 Proposal/Bid on a contract to provide any goods or services to a public entity...

INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless Board of Sumter County Commissioners, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from the performance of this contract...

PROHIBITION OF LOBBYING: During the back out period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposal, or Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the Board awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter...

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Boards at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest hereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any vendor as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the Budget & Purchasing Manager before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposal/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date.

GOVERNING LAWS AND REGULATIONS: The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of RFPs/BIDs, will be available for public inspection ten days after opening of the RFPs/BIDs or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFPs/BIDs must make an appointment by calling the Budget & Purchasing Manager at (352) 699-0001.

TAXES: The Board of Sumter County Commissioners is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with such work, or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the Boards to vendors is based on the recipient's specific request and application to DemandStar by Onvia at www.DemandStar.com (800) 711-1712 or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

OWNERSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendor will become the property of the Board. Reference to literature submitted with a previous RFP/BID will not release the Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

VEHICLE RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Budget & Purchasing Manager will not be responsible for any mislabeled or misdirected submittals, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.097 of the Florida Statutes, and any other applicable state law.

BOARD OF SUMTER COUNTY COMMISSIONERS, are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the Boards. Submittals not meeting stated minimum terms and qualifications may be rejected by the Boards as non-responsive. The Boards reserve the right to reject any or all submittals without cause. The Boards reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Boards, or who has failed to perform faithfully any previous contract with the Boards or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Notice time is hereby established as the Official Time of the Boards.

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered. Unless otherwise provided herein, Total Proposed Price/Total Contract Sum Proposed, if applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

AWARD OF BID: It is the Boards' intent to select a vendor within sixty (60) calendar days of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least ninety (90) calendar days after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as the Boards may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Boards reserve the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The Boards shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the Boards' representative (Budget & Purchasing Manager). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"): The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract - services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the Budget & Purchasing Manager. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc.). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a proposal. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay any Demand Star fees or any shipping).

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFPs/BIDs are based on equivalent products, include on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFPs/BIDs which do not comply with these requirements are subject to rejection. RFPs/BIDs lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The Budget & Purchasing Manager is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Boards unless evidenced by a Change Notice issued and signed by the Budget & Purchasing Manager, or designated representative.

QUANTITIES: The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Boards within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original Board format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED: [Signature] 11/23/10

(Signature and Date)

This document must be completed and returned with your Submittal

STATEMENT OF CONTRACTOR'S EXPERIENCE AND PERSONNEL

(Contractor may also provide any supplemental company or personnel information that will assist the Selection Committee in evaluating your proposal).

CONTRACTOR: Skyline Elevators

DATE: 11-10-10

1. How many years has your organization been in business as a general contractor under your present business name? 17

2. List all previous business names of your organization:

3. How many years experience in general contracting? 17
Prime Contractor 17 Subcontractor 17

4. List all officers and directors of your organization:
Table with 2 columns: NAME, POSITION/TITLE. Rows include Marcia Bell (President), Robin Bell (Vice President), David Smith (General Manager), Peter Orsaeo (Sales & Service Manager).

5. Have you ever failed to complete any work awarded to you in the last 3 years? Yes No X. If yes, where and why?

EXPERIENCE

1. Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual general contracting work of your organization?

Table with 3 columns: Name, Position, Yrs. With Firm. Row for Peter Orsaeo, Sales & Service Manager, 10 Yrs. Experience, 2 Yrs. With Firm.

Table with 2 columns: Name, Position

Type of Work	Yrs. Experience	Yrs. With Firm
--------------	-----------------	----------------

David Smith		General Manager
Name		Position
Elevator Tech, QEI Inspector, General Manager	10	10
Type of Work	Yrs. Experience	Yrs. With Firm

Name		Position
------	--	----------

Type of Work	Yrs. Experience	Yrs. With Firm
--------------	-----------------	----------------

Name		Position
------	--	----------

Type of Work	Yrs. Experience	Yrs. With Firm
--------------	-----------------	----------------

2. List/describe five (5) contracts that you currently have or have recently completed.

Orange County	Orange County
Project	Location
Current	Approx \$105,000.00
Date	Contract Amount
Bradley Campbell Ph: 407-836-6593	
Contact Name and Phone Number	

Pinellas County Public Schools	Pinellas County
Project	Location
Current	\$6800.00 per month
Date	Contract Amount
Cliff Powers Ph:727-547-7203	
Contact Name and Phone Number	

Patrick Air Force Base	Patrick AFB, FL
Project	Location
Current	Approx \$3500 per month
Date	Contract Amount
Linda Adair Ph: 321-494-9941	
Contact Name and Phone Number	
Dearborn Towers	Clearwater, FL
Project	Location
Current	\$426.00 per Month
Date	Contract Amount

Contact Name and Phone Number

Project	Location
Date	Contract Amount
Contact Name and Phone Number	

CONTRACTOR'S AFFIDAVIT

State of Florida
County of LAKE

Before me personally appeared Peter Orsico who is (title) Sales & Service Manager of (the company described herein) EVANS ELEVATOR being duly sworn, deposes and say that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by The Sumter County Board of County Commissioner deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known X or Produced Identification _____

Sworn to and subscribed before me this 22 day of NOVEMBER, 2010

Michael Swartout
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

Michael Swartout
(Print Name of Notary Public)

(seal)
NOTARY PUBLIC STATE OF FLORIDA
Michael D. Swartout
Commission # DD927494
Expires: SEP. 23, 2013
BONDED THRU ATLANTIC BONDING CO, INC.

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

Erwin's Business
(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under proposal or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein"

[Signature]
Authorized Signature

11/22/10
Date Signed

State of: FL

County of: Lake

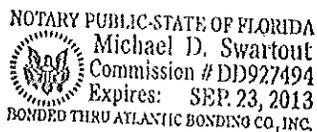
Sworn to and subscribed before me this 22nd day of November, 2010

Personally known X or Produced Identification _____
(Specify Type of Identification)

[Signature]
Signature of Notary

My Commission Expires 9/23/13

(seal)



This document must be completed and returned with your Submittal
DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS AND SUPPLIERS

Name of Firm Submitting Proposal:

Skyline Elevators

(Print or Type)

Name of Person Submitting Proposal:

Peter Orsaeo

(Print or Type)

Please list all Subcontractors, Subconsultants or Suppliers to be used in connection with performance of this contract. Attach additional sheets as necessary.

Name of Firm or Agency:

Address:

SEE NEXT PAGE FOR SUPPLIERS

Telephone:

Contact Name / Title:

Name of Firm or Agency:

Address:

Telephone:

Contact Name / Title:

Name of Firm or Agency:

Address:

Telephone:

Contact Name / Title:

Name of Firm or Agency:

Address:

Telephone:

Contact Name / Title:

Name of Firm or Agency:

Address:

Telephone:

Contact Name / Title:

This document must be completed and returned with your Submittal

Canton Elevator, Incorporated
647 Thlrd St., NW
Massillon, OH 44647
PH 330-833-3600
FX 330-833-0229
Contact - Bob Kazar/ Mike Wolbert
Acct# 21090

Courlon
3044 Lambdin Ave
St. Louis, MO 63115
PH 314-533-5700
FX 314-533-5720
Contact : Bob McCune

Draka Elevator Products, Inc.
2151 North Church St.
Rocky Mount, NC 27802-0400
PH 252-984-5148
FX 252-972-6001
Contact- Mike Edmonson
Acct# 01570001

PTL Equipment MFG Co. Inc.
4136 W. Currahee St.
Toccoa, Georgia 30577
Ph 1800-736-2120 or 706-886-2121
FX 706-886-1351
Contact Kim
Acct # 00482

Lift Solutions
228 Gilmer Cr.
Anderson, SC 29626
Ph: 864-222-0526
Fax: 864-224-9210
Contact: Cindy Samek
Acct: Skyline

ALL Phase Electric Supply Co.
P.O. Box 8525
Benton Harbor MI 49023-8525
Ph 219-482-1537
Contact Debbie McBride
ACCT# 0017164522

Wurtec Elevator Products / Services
6200 Brent Dr.
Toledo, Ohio 43611
Ph 1-800-837-1066
Contact Bernadette Swihart
FX 419-729-5764
Contact
ACCT# SKYFLAP

G.A.L. Manufacturing Corp.
50 East 153rd St.
Bronx, N.Y. 10451
PH 877-425-3538 or 718-292-9000
FX 718-292-2034
Contact- Florence Brennor or Patricia
ACCT# SKFLB1

Hollister- Whitney Elevator Corp.
P.O. Box 4025
No. 1 Hollister Whitney Pkwy.
Quincy, IL 62305
PH 217-222-0466
FX 217-222-0493
Contact- Elsie or Bud Briscoe
Acct# 5221

Innovation Industries, Inc
3500 East Main
Russellville, AR. 72801
PH 800-843-1004
FX 479-968-2045
Contact- Dollie Kirkley
Acct# SKYAPO or CLAAPO

Elevator Controls Corp.
3525 LaGrande Blvd.
Sacramento, Ca 95823
PH 916-428-1708
FX 916-428-1728
Contact- Deanna Nicholes

Quality Elevator Products, Inc
7845 Merrimac Ave
Morton Grove, IL 60053
PH 847-581-0085
FX 847-581-0095

Elevator Safety Company
11403 Cronridge Dr.
Owing Mills, Maryland 21117
Ph 410-363-9020
Fx410-363-9695
Contact Lisa or Douglas
Acct # SKY32703

Motion Control Engineering , Inc.
11380 White Rock Rd.
Rancho Cordova, CA 95742
Contact : Bryan Kroeker
1-800-444-7442 ext. 284

PART 5**SUMTER COUNTY – Elevator Repair and Maintenance Services – Scope of Work****“ELEVATOR REPAIR AND MAINTENANCE CONTRACT”
Scope of Work Specifications
Sumter County***Qualifications and Abilities*

Registered "Elevator Company" means an entity registered with and authorized by the division employing persons to construct, install, inspect, maintain, or repair any vertical conveyance. The registered elevator company must annually register with the division and maintain general liability insurance coverage in the minimum amounts set by rule.

Service maintenance contract" that provides for routine examination, lubrication, cleaning, adjustment, replacement of parts, and performance of applicable code-required safety tests such as on a traction elevator and annual relief pressure test on a hydraulic elevator and any other service, repair, and maintenance sufficient to ensure the safe operation of the elevator. A service maintenance contract shall be made available upon request of the department for purposes of oversight and monitoring.

The "Certified elevator inspector" is a natural person registered with and authorized by the division to construct, install, inspect, maintain, or repair any vertical conveyance, after having properly acquired the qualified elevator inspector credential as prescribed by the American Society of Mechanical Engineers. Each certified elevator inspector must annually register with the division and provide proof of completion of 8 hours of continuing education, proof that the qualified elevator inspector credential remains in good standing, and proof of general liability insurance coverage in the minimum amounts set by the division.

The "Certified elevator technician" means a natural person authorized by the division to construct, install, maintain, or repair any vertical conveyance, after having been issued an elevator certificate of competency by the division. Each certified elevator technician must annually register with the division and be covered by general liability insurance coverage in the minimum amounts set by the division.

An "Elevator helper" means a natural person performing work under the direct supervision of an elevator certificate of competency holder to construct, install, maintain, or repair any vertical conveyance.

Term of Contract

The term of the contract will be one year, January 1, 2011 thru January 1, 2012, with provisions for renewal. The County retains the right to renew this contract, with the consent of the vendor, under the same terms and conditions for two (2) additional one (1) year terms. Additional items and/or services may be added to this contract upon satisfactory negotiation of price by the Contract Manager and Vendor.

Scope of Service

The elevator contractor shall provide regular service between the hours of 7:30 a.m. and 5:00 p.m. Monday through Friday. The Contractor shall supply the County with a 24 hour contact number for scheduling of routine repairs/service and emergency repairs. The contractor is responsible to maintain the elevators in accordance with all applicable Florida Statutes, codes, and recommended servicing per the manufacturer. The contractor will also respond to additional

The county reserves the right to solicit formal bids for jobs with an estimated cost of \$25,000 or more.

Proposal / Quote Information Exhibit "A"

Date Submitted: _____

Company Name: Skyline Elevators

Business Address: 11306 Bay Lake Rd.

Groveland, FL 34736

Telephone Number: 800-781-8456

References:	<u>(1)Tampa FAA</u>	<u>Glenn Forbes</u>	<u>813-837-7760</u>
	<i>Company Name</i>	<i>Contact Name</i>	<i>Telephone No.</i>

	<u>(2)Chateau by the Sea</u>	<u>Mark Youngren</u>	<u>271-725-8151</u>
	<i>Company Name</i>	<i>Contact Name</i>	<i>Telephone No.</i>

	<u>(3)Ebb Tide Condos</u>	<u>Earnie Hein</u>	<u>321-729-9329</u>
	<i>Company Name</i>	<i>Contact Name</i>	<i>Telephone No.</i>

Person who may be contacted for information regarding the contents of this proposal:

Peter Orsaeo

QUOTE RESPONSE CONTINUED

Rates:

Rates for the following will be included:

1. Standard Hourly Rate: \$150.00
2. Overtime Rate: \$225.00
3. Weekend Rate: \$225.00
4. Holiday Rate: \$300.00
5. Travel Rate: \$150.00
6. Mileage Rate: n/a
7. Charges for Estimates: n/a
8. Charges for Service Vehicle: n/a
9. Percent mark up on parts: 15%
10. Cost per services for each elevator: To include a detailed list of services and prices for the above elevators. The prices will be broken down per elevator, per event such as quarterly, annually, etc. A cumulative total for each elevator will also be provided.

Business/Occupational Licenses attached?

yes no

License numbers of all personnel available for this contract attached?

yes no *CC CARD NUMBERS ISSUED UPON AWARD*

Elevator Maintenance Cost Breakdown
Based on recommended service intervals

Powell Rd. (sn#: 098056)..... \$95.00 per month
Detention Center (sn#: 51067)..... \$95.00 per month
Judicial Building #1 (sn#: 51066)..... \$95.00 per month
Judicial Building #2 (sn#: 51065)..... \$95.00 per month
Historic Courthouse (sn#: 5165)..... \$130.00 per month
Security Vestibule (sn#: 098057)..... \$110.00 per month

Total Monthly Price for all units: \$620.00 per month

Total Annual Price for all units: \$7,440.00 per year

Items covered (but not limited to):

SKYLINE ELEVATOR will maintain the above indicated elevator equipment as hereinafter described, on the terms and conditions subsequently set forth. We will use trained men directly employed and supervised by us. They will be qualified to keep your equipment properly adjusted and they will use all reasonable care to maintain the elevators in proper and safe operating condition.

We will regularly and systematically examine, adjust, lubricate as required, and as conditions warrant; repair and/or provide part replacements for valves, jack packing, packing glands, pump motors, motor bearings, motor windings, stator or rotors. We will also repair the following equipment: Controller, selector, relay panels, signal machines, signals, interlocks, door hangers, door closers, door guides, retiring cams, landing door operators for car doors (or gates), safety edges or astragals, limit switches, wiring to controls, car lights and pushbuttons. Replace or repair muffler and all pipe fittings that are located above ground. Lubricate guide rails and repair and/or replace car guide shoes and car guide shoe liners, except where roller guides are used, and will replace guide rollers, if necessary, and keep rails clean. Repair and/or replace car spring buffers. Maintain in proper adjustment all over travel and direction limit switches, leveling units, and safety devices, also make necessary repairs and/or replacements as required. Maintain performance times, leveling, contract speed and door operating times. We include hydraulic oil for pumping unit but we do not include cylinders for hydraulic pistons or underground pipe. We will examine, lubricate, adjust, and/or repair the interlocks, button-station and other hatchway equipment.

Business/Occupational Licenses attached?

yes no

License numbers of all personnel available for this contract attached?

yes no

The service to be furnished by us is hereby declared and guaranteed to be in conformance with the specifications of the County.

The undersigned do agree that should this Proposal be accepted, to execute the form of contract and present the same to the Director for approval within fifteen (15) days after being notified of the awarding of the Contract.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 22 day of NOVEMBER, 2010 in the County of LAKE, in the State of FL.

CLARO DBA SKYLINE ELEVATORS
Firm's Complete Legal Name

11306 BAY LAKE RD
(Address)

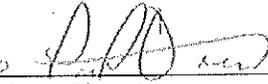
GROVELAND, FL 34136
(City, State, ZIP)

Phone No. 800-781-8456

Fax No. 352-479-8582

Check one of the following:

- Sole Proprietorship
- Corporation or P.A. State of _____
- Limited Partnership
- General Partnership

By: 
Typed and Written Signature

SALES & SERVICE MANAGER
Title

ADDITIONAL CONTACT INFORMATION

Send Payments To:
(REQUIRED ONLY if different from above) _____
(Company Name used as Payee)

(Address)

(City, State, ZIP)

Contact Name MARCIA SMITH BEAL Phone No. 800-781-8456
Title RECEPTIONIST FAX No. _____
Email address: _____

Office Servicing Sumter County Account /Place Orders/Request Supplies
(REQUIRED ONLY if different from above) _____
(Address)

Elevator Work Request

Date Issued: _____ Time Sent: _____ Work Request # _____

Facility Name: _____

Facility Address: _____

Contact Person: _____ Phone #: _____



Issued To: _____ PO# _____

Phone #: _____ Fax #: _____

Priority: Circle One - 1 2 3

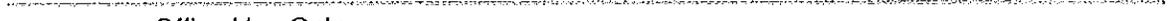
Priority Definitions:

- 1. Emergency, Contractor response within 2 hours of work request receipt.
- 2. Contractor repair response within 24 hours of work request receipt.
- 3. Contractor repair response within 7 calendar days of work request receipt.

Problem: _____

(Initial appropriate line certifying compliance with Sumter County Building Codes)

Permit Required _____ Not Required _____



Office Use Only

Inspected by: _____ Date Closed: _____

**PART 6
EXHIBITS
Exhibit B
Proposal Form**

To: Bradley Arnold
County Administrator
7375 Powell Road
Wildwood, FL 34785
Telephone: (352) 689-4400

Re: Elevator Repair and Maintenance Services

Dear Mr. Arnold:

Having carefully examined the RFP document and being familiar with the premises affecting the work, the undersigned proposes and hereby agrees to furnish all labor and material and to perform all work in accordance with said documents for the Lump Sum Amount of:

SEVEN THOUSAND FOUR HUNDRE AND FORTY Dollars (\$ 7,440.00) PER YEAR

1. In submitting this Proposal, it is understood that the right is reserved by the Board of Sumter County Commissioners to reject any and all proposals.
2. The Contractor hereby acknowledges the receipt of Addenda No. _____ issued during the proposal period and certifies their inclusion in the proposal. (Indicate "NONE" if no addendums were received).
3. The Undersigned agrees that this proposal will hold good for sixty (60) days from due date.
4. All request for information (RFI's) will be sent to Mrs. Amanda Taylor for response.

Date: 11/23/10

SKYLINE ELEVATORS
Contractor
By: PETER ORSAED
Title: SALES & SERVICE MANAGER
Telephone: 407-720-3078
Address: 11306 BAY LAKE RD
GROVELAND, FL 34736

Exhibit A

EXAMPLE DRAFT CONTRACT GENERAL TERMS AND CONDITIONS

(Please see the following pages for the draft contract "General Terms and Conditions")

**CONTRACT
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT (Contract") is made this _____ day of _____, 2010, between the Board of County Commissioners of Sumter County, Florida (the "Board"), 910 N. Main St., Ste. 201, Bushnell, FL 33513 (County) and _____ (Independent Contractor).

WHEREAS, the Board has duly advertised bids and selected to award a contract for _____, and;

WHEREAS, _____ is capable of providing all services as called for in the bid specifications and this contract. _____ shall be hereinafter referred to as Independent Contractor, and;

WHEREAS, this Contract supersedes the bid specifications and the terms and conditions described herein shall prevail;

NOW THEREFORE, the parties agree as follows:

1. County does hereby contract with the Independent Contractor to provide goods and or services consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A", as set forth *in haec verba*.
2. The parties accept the above recitals as true and correct, and incorporate them as stated herein.
3. **Commencement and Completion.** The services outlined in Exhibit "A" must be commenced within _____ days of the date the last party executes this Agreement.
4. **Contract Sum.** The Independent Contractor shall be paid _____ (the "Contract Sum") upon completion of the services contemplated by the Scope of Work attached hereto as Exhibit "A". Any increase or decrease in the Scope of Work within Exhibit "A" must result in a proportionate increase or decrease in the Contract Sum, which must be agreed to by the parties and set forth in writing. There shall be no increases in the Contract Sum without the written approval of the County.
5. All goods and/or services provided by Independent Contractor shall be performed and/or provided in a good and workmanlike fashion in compliance with any applicable industry standards and any applicable codes and regulations.



CERTIFICATE OF LIABILITY INSURANCE

OP ID HW

DATE (MM/DD/YYYY)

11/08/10

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 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 Huckleberry, Sibley & Harvey Insurance & Bonds, Inc. 1020 N Orlando Ave, Suite 200 Maitland FL 32751 Phone: 407-647-1616 Fax: 407-628-1635	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	EMAIL ADDRESS:		
	PRODUCER CUSTOMER ID #:	CLAI002	
INSURED ClayCo, Inc. t/a Skyline Elevators 11306 Bay Lake Rd. Groveland FL 34736	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Greenwich Insurance Company A	22322
	INSURER B:	XL Specialty Insurance Co A	37885
	INSURER C:	Auto-Omni Insurance Co A++	18988
	INSURER D:	Federal Insurance Company A++	20281
	INSURER E:	Commerce & Industry Ins. Co. A	19410
	INSURER F:	North River Insurance Company	21105

COVERAGES

CERTIFICATE NUMBER:

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	ADDITIONAL INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			EGG6000112	10/07/10	10/07/11	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> blk waiver subro						PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> blanket AI					GENERAL AGGREGATE	\$ 4,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMPOP AGG	\$ 4,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$	
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			4206742800	10/07/10	10/07/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$	
F	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		553-0938138	11/01/10	11/01/11	EACH OCCURRENCE	\$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 8,000,000
	<input type="checkbox"/> DEDUCTIBLE							\$
	RETENTION - \$						\$	
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N		EWG6000027	10/07/10	10/07/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	
	<input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A		EWG6001671-01	11/29/09	11/29/10	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
D	Installation			6685001	06/26/10	06/26/11	Limits	200,000
							Deductibl	1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
For: Marcia Smith Bell

CERTIFICATE HOLDER

CANCELLATION

DEPTPR2 Dept. of Professional & Business Regulations 1940 North Monroe Street Tallahassee FL 32399	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

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STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUREAU OF ELEVATOR SAFETY
1940 NORTH MONROE STREET
NORTHWOOD CENTRE
TALLAHASSEE

FL 32399-1013

850-487-1395

SKYLINE ELEVATORS
11306 BAY LAKE RD
GROVELAND

FL 34736

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.myfloridallicense.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

AC# 4180631

ELC409 12/11/08 00000000

ELEVATOR COMPANY
SKYLINE ELEVATORS

ELEVATOR COMPANY
REQUIRED TO CARRY OR BE COVERED
BY GENERAL LIABILITY INSURANCE
IS REGISTERED under the provisions of Ch.399
Expiration date: DEC 31, 2009 L08121101296

DETACH HERE

AC# 4180631

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUREAU OF ELEVATOR SAFETY

SEQ# L0812110129

Table with 3 columns: DATE, BATCH NUMBER, LICENSE NBR. Row 1: 12/11/2008, 000000000, ELC409

The ELEVATOR COMPANY
Named below IS REGISTERED
Under the provisions of Chapter 399 FS.
Expiration date: DEC 31, 2009
REQUIRED TO CARRY OR BE COVERED
BY GENERAL LIABILITY INSURANCE

NON-
TRANSFERABLE

SKYLINE ELEVATORS
11306 BAY LAKE RD
GROVELAND

FL 34736

Thank you for the opportunity to bid on the elevator maintenance contract for your county. Since Skyline Elevators is likely to be a fresh name to you, I wanted to take a moment to introduce ourselves and address some of the criteria in the terms and conditions of this RFP.

Skyline Elevators was first established in 1994. Since then, we have been committed to providing the best service and workmanship to the federal government and related agencies. Skyline has performed nationwide projects for GSAs, VA hospitals, Military Bases, Postal facilities, and Courthouses. We have met and exceeded the most stringent requirements on every project and continue to maintain an excellent relationship with these agencies. Because of our success, over the last few years, Skyline has expanded to service all facets of the elevator industry including Hotels, Local Governments, Condominiums, Office Facilities, and more. Skyline has an impeccable list of impressive references available at your request.

Skyline only hires experienced mechanics and technicians who hold a valid cc card. Some of these employees have upwards of 40 years experience in the industry and have previously worked for an array of major elevator companies including Thyssen, Kone, Otis, and more. All employees are subject to regular safety meetings and all management personnel have completed OSHA certification courses. Our employees maintain late model company vehicles which are labeled with our company logo and kept stocked with elevator replacement parts. All employees are also required to wear company uniform.

Skyline Elevator's bonding capacity is currently \$15 million and our financial capabilities are well within reason, while continuing to grow at a rapid rate. We own our own facilities and have a newly built shop, warehouse, and offices located in Lake County. We maintain an excellent relationship with our suppliers as well, both professionally and financially.

Our intention, if awarded this contract, is to assign technicians in your area to this contract. It will be my duty to personally oversee this account regularly, so that to ensure you are getting the best possible service. I am confident that we can exceed the expectations you have of any service company. We are very flexible and pride ourselves on our customer service. If you should have any questions, concerns, or need any additional information, I will be glad to help. If you would prefer to visit our facilities in person, I would be happy to schedule an appointment for you as well. Thank you very much for your time.

Best Regards,

Peter Orsaeo
Sales & Service Manager

INDEPENDENT PRIMARY CONTRACTOR AGREEMENT

THIS AGREEMENT (Contract") is made this 14th day of December, 2010, between the Board of County Commissioners of Sumter County, Florida (the "Board"), 7375 Powell Road, Ste. 200, Wildwood, FL 34785 (County) and Ameritech Elevator & Escalator, Inc. (Independent Primary Contractor).

WHEREAS, the Board has duly advertised bids and selected to award a contract for RFP 172-0-2010/AT Elevator Repair and Maintenance Services, and;

WHEREAS, Ameritech Elevator & Escalator, Inc. is capable of providing all services as called for in the bid specifications and this contract. Ameritech Elevator & Escalator, Inc. shall be hereinafter referred to as Independent Primary Contractor, and;

WHEREAS, this Contract supersedes the bid specifications and the terms and conditions described herein shall prevail;

NOW THEREFORE, the parties agree as follows:

1. County does hereby contract with the Independent Primary Contractor to provide goods and or services consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A", as set forth *in haec verba*.
2. The parties accept the above recitals as true and correct, and incorporate them as stated herein.
3. **Commencement and Completion.** The services outlined in Exhibit "A" must be commenced within 365 days of the date the last party executes this Agreement.
4. **Contract Sum.** The Independent Primary Contractor shall be paid (the "Contract Sum") upon completion of the services contemplated by the Scope of Work attached hereto as Exhibit "A". Any increase or decrease in the Scope of Work within Exhibit "A" must result in a proportionate increase or decrease in the Contract Sum, which must be agreed to by the parties and set forth in writing. There shall be no increases in the Contract Sum without the written approval of the County.
5. All goods and/or services provided by Independent Primary Contractor shall be performed and/or provided in a good and workmanlike fashion in compliance with any applicable industry standards and any applicable codes and regulations.
6. The Independent Primary Contractor agrees to secure and maintain any and all proper and applicable County, Municipal and State licensing and permits and abide by all applicable Federal, State and Local Regulations.
7. The Independent Primary Contractor must maintain, on a primary basis and at its sole expense, at all times during the life of this contract, or the performance of work hereunder, the insurance coverages, limits, and endorsements described herein. The requirements contained herein, as well as the county's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligation assumed by the Independent Primary Contractor under this contract.

8. **Financial Rating of Insurance Companies** All insurance companies must have financial rating of A- or higher by A.M. Best.
9. **Commercial General Liability** The Independent Primary Contractor shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence and \$2,000,000 Annual Aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Primary Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.
10. **Business Automobile Liability** The Independent Primary Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Independent Primary Contractor does not own automobiles, the Independent Primary Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
11. **Worker's Compensation Insurance & Employers Liability** The Independent Primary Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).
12. **Umbrella or Excess Liability (needed for large contracts as determined by Risk Management)** The Independent Primary Contractor shall maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than \$2,000,000 Each Occurrence and \$2,000,000 Aggregate. The Independent Primary Contractor shall endorse the County as an "Additional Insured" on the Umbrella or Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure "True Follow-Form" basis, or the County is automatically defined as an Additional Protected Person. Any self-insured retention or deductible shall not exceed \$25,000.
13. **Certificate'(s) of Insurance** shall:
 1. Clearly indicate the County has been endorsed on the Commercial General Liability with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
 2. Clearly indicate the County is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability as required herein.
 3. Clearly identify each policy's limits, flat & percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
 4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.

5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

Sumter County Board of County Commissioners
Risk Management Department
Attn: Lita Hart
7375 Powell Road, Suite 219
Wildwood, FL 34785

14. **Indemnification** The Independent Primary Contractor shall indemnify, defend and hold harmless the County, its offices, agents and employees from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Independent Primary Contractor's own employees or damage to property occasioned by a negligent act, omission or failure of the Independent Primary Contractor.

15. **Builder's Risk (when applicable)** The Independent Primary Contractor, prior to notice to proceed or commencement of work, whichever occurs first, shall maintain Builder's Risk insurance providing coverage to protect the interests of the County, Independent Primary Contractor, subcontractors, including property acquired under a sales tax incentive program, property in transit, and property on or off-premises, which shall become part of the building or project. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the Project as well as subsequent modifications of that sum. Any flat deductible(s) shall not exceed \$25,000, any wind percentage deductible (when applicable) shall not exceed ten-percent (10%); and any flood sub limit shall not be less than 25% of the projected completed value of the project. The Independent Primary Contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the County. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the County's interest in the building ceases, or the building is accepted or insured by the County.

The Independent Primary Contractor shall endorse the County as Additional Insured, or Loss Payee, on the Builder's Risk.

16. **Deductibles, Coinsurance Penalties, & Self-Insured Retention** The Independent Primary Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the County, the Independent Primary Contractor shall, when requested by the County, maintain a Commercial Surety Bond in an amount equal to said deductible amount.
17. **Waiver of Subrogation** The Independent Primary Contractor shall provide a Waiver of Subrogation in favor of the County, Independent Primary Contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Independent Primary Contractor to enter into a pre-loss agreement to waive subrogation

without an endorsement, then the Independent Primary Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Independent Primary Contractor enter into such an agreement on a pre-loss basis.

18. **Right to Revise or Reject** The County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the County shall provide the Independent Primary Contractor written notice of such revision or rejections.
19. **No Representation of Coverage Adequacy** The coverages, limits or endorsements required herein protect the primary interests of the County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Independent Primary Contractor against any loss exposures, whether as a result of the Project or otherwise.
20. **Certificate(s) of Insurance** The Independent Primary Contractor shall provide the County with Certificate(s) of Insurance clearly evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the County is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Independent Primary Contractor agrees to furnish the County prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the County, the Independent Primary Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.
21. The County shall have the right, but not the obligation, of prohibiting the Independent Primary Contractor from entering the Project site until a new Certificate of Insurance is provided to the County evidencing the replacement coverage. The Independent Primary Contractor agrees the County reserves the right to withhold payment to the Independent Primary Contractor until evidence of reinstated or replacement coverage is provided to the County. If the Independent Primary Contractor fails to maintain the insurance as set forth herein, the Independent Primary Contractor agrees the County shall have the right, but not the obligation, to purchase replacement insurance, which the Independent Primary Contractor agrees to reimburse any premiums or expenses incurred by the County.
22. **Governing Law**. All questions, issues or disputes arising out of or under this Contract, shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by Independent Primary Contractor to be only in Sumter County, Florida, and Federal jurisdiction is hereby agreed by Independent Primary Contractor to be only in

the Middle District of Florida and all Federal litigation by subject matter or removal must be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Contract, costs of said suit including reasonable attorneys fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event any litigation is commenced by either party to enforce this Contract, the action will be filed and litigated in a Court of competent jurisdiction located only in Sumter County, Florida. Independent Primary Contractor waives any and all rights to have this action brought in any place other than Sumter County, Florida, under applicable venue laws. Independent Primary Contractor hereby agrees the jurisdiction and venue of all disputes arising out of this Contract lie in no Court other than those stated above.

23. **General.** The invalidity of any provision of this Contract or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained which shall remain in full force and effect. Independent Primary Contractor agrees to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Contract. Time shall be of the essence in this Contract. In this agreement, wherefore the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this agreement. Independent Primary Contractor agrees this Contract is consummated and entered into in Sumter County, Florida.
24. **Severability.** Whenever possible each provision and term of this Contract will be interpreted in a manner to be effective and valid but if any provision or term of this Contract is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Contract.
25. **Attorneys' Fees.** If any action is commenced to construe or enforce this Contract or the rights and duties created hereunder, then the party prevailing in the action shall be entitled to recover its costs and fees in the action, the cost and fees incurred in any appeal thereof, and the costs and fees incurred in enforcing any judgment entered as a consequence of an action.
26. Independent Primary Contractor does hereby specifically promise and agree to defend, indemnify and "hold harmless" the County and the agents, servants, employees, officers and officials thereof from any liability or responsibility whatsoever in connection with the goods and/or services to be provided hereunder.
27. Independent Primary Contractor shall not be construed to be the agent, servant or employee of the County or of any elected or appointed official thereof, for any purpose whatsoever, and further Independent Primary Contractor shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or in tort, as the agent, servant, or employee of the Board.

28. The Contract shall be binding upon the parties hereto, their successors and assigns.
29. This Contract shall not be assigned by Independent Primary Contractor without the express written consent of the Board of County Commissioners of Sumter County.
30. **Independent Primary Contractor.** It is understood that , Ameritech Elevator & Escalator, Inc. including any of its employees or agents, is an Independent Primary Contractor and not an agent or employee of the County for any purpose including, but not limited to, federal tax and other state and federal law purposes. The Independent Primary Contractor assumes responsibility for payment of all federal, state and local taxes imposed or required of the Independent Primary Contractor under unemployment insurance, Social Security and income tax laws. Independent Primary Contractor shall be solely responsible for any worker's compensation insurance required by law and shall provide the County with proof of insurance upon demand. The parties agree that the County will not:
- (a) Pay dues, licenses or membership fees for Independent Primary Contractor;
 - (b) Control the method, manner or means of performing and providing the goods and services within Exhibit "A"; or
 - (c) Restrict or prevent Independent Primary Contractor from working for any other party except as specially provided for in non-compete agreements entered into between the parties for independent consideration.

The County does not have the right or power to enter into any contract or commitment on behalf of the Independent Primary Contractor, including entering into agreements with third parties, exercising incidents of ownership with respect to property owned by the Independent Primary Contractor, or executing documents on the Independent Primary Contractor's behalf.

31. **Hazardous Materials and Environmental Compliance (as applicable).** For the purpose of this Section, "Hazardous Materials" shall also include but not be limited to substances defined as Hazardous substances, Hazardous materials, or Toxic substances in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.*; and in any of the regulations adopted and publications promulgated pursuant to said laws; or any other pollutants or dangerous substances regulated pursuant to any other applicable environmental laws including, without limitation, polychlorinated biphenyls (PCB=s), oil, petroleum products and fractions, vinyl chloride, asbestos, heavy metals, radon or other radioactive materials, flammable or explosive materials, underground storage tanks (whether empty, filled or partially filled with any substance, regulated or otherwise), any substance or materials the presence of which on the Property is prohibited by any environmental laws, or any other substance or material which requires special handling or notification of any federal, state or local governmental entity regarding collection, storage, treatment or disposal. Independent Primary Contractor shall not use, generate, manufacture, store or dispose on, under or about the Property or transport to the Property any (the Hazardous Materials). If Hazardous Materials are discovered during

construction, Independent Primary Contractor shall immediately properly dispose of the Hazardous Substance in accordance with all applicable environmental laws.

32. **Citizenship.** The Independent Primary Contractor shall not employ individuals not licensed or legally permitted to work in the United States of America ("Illegal Aliens"). Independent Primary Contractor shall maintain current Employee Eligibility Verification Forms (I-9 Forms) for all employees of Independent Primary Contractor. County reserves the right to audit Independent Primary Contractor's employee records without cause or notice to verify that all employees of Independent Primary Contractor are licensed or legally permitted to work in the United States of America and are not Illegal Aliens. Should Independent Primary Contractor or County discover that Contractor is employing an individual who is an Illegal Alien as defined herein, that individual shall be immediately discharged by Contractor and shall not be allowed to participate in the work described by this Contract in any manner. It is understood that it is the duty of Contractor to prevent the employment of Illegal Aliens, and the County's right to audit Contractor's employee records does not evidence or suggest a duty on behalf of County to perform such audit or otherwise police the legal status of Independent Primary Contractor's employees.

33. The County retains the right to renew this contract, with the consent of the vendor, under the same terms and conditions for two (2) additional one (1) year terms. Additional terms and/or services may be added to this contract upon satisfactory negotiation of price by the Contract Manager and the Vendor.

34. This Contract was executed the day and year first above written.

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS,
SUMTER COUNTY, FLORIDA

Witness:

By: _____

Title: _____

Witness:

By: _____

Title: _____

NOTICE OF AWARD

TO: Ameritech Elevator & Escalator, Inc.

52 Riley Road, Suite 388

Celebration, FL 34744

Project Description: Elevator Repair & Maintenance Services

The OWNER has considered the RFP submitted by you for the above described work in response to its Request for Proposals dated 11-29-2010.

You are hereby notified that your RFP has been accepted for the unit prices for the listed items in the BID PROPOSAL.

You are required by the Instruction for Bidders to execute the Agreement and furnish the required certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said insurance within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

Please acknowledge the NOTICE OF AWARD and return to:

Mr. Don Burgess
Sumter County Board of County Commissioners
7375 Powell Road, Suite 200
Wildwood, FL 34785

Dated this 12-14-2010

By: _____

Title: Chairman

ACCEPTANCE OF NOTICE _____

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ this _____ day of _____, 20__.

By: _____ Title: _____

NOTICE TO PROCEED

To: Ameritech Elevator & Escalator, Inc. Date: December 14, 2010

52 Riley Road, Suite 388

Celebration, FL 34744

Project: Elevator Repair & Maintenance Services

You are hereby notified to commence WORK in accordance with the Agreement dated December 14, 2010, on or before December 14, 2010, and you are to complete the WORK within 365 consecutive calendar days thereafter. The date of completion of all WORK is therefore December 14, 2011.

Please acknowledge the NOTICE TO PROCEED and return to:

Mr. Don Burgess
Sumter County Board of County Commissioners
7375 Powell Road, Suite 200
Wildwood, FL 34785

Dated this 14th day of December, 2010

By: _____

Title: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____, this _____ day of _____, 20__

By: _____ Title: _____

INDEPENDENT SECONDARY CONTRACTOR AGREEMENT

THIS AGREEMENT (Contract") is made this 14th day of December, 2010, between the Board of County Commissioners of Sumter County, Florida (the "Board"), 7375 Powell Road, Suite 200, Wildwood, FL 34785 (County) and Skyline Elevators (Independent Secondary Contractor).

WHEREAS, the Board has duly advertised bids and selected to award a contract for RFP 173-0-2010/AT Elevator Repair and Maintenance Services, and;

WHEREAS, Skyline Elevators is capable of providing all services as called for in the bid specifications and this contract. Skyline Elevators shall be hereinafter referred to as Independent Secondary Contractor, and;

WHEREAS, this Contract supersedes the bid specifications and the terms and conditions described herein shall prevail;

NOW THEREFORE, the parties agree as follows:

1. County does hereby contract with the Independent Secondary Contractor to provide goods and or services consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A", as set forth *in haec verba*.
2. The parties accept the above recitals as true and correct, and incorporate them as stated herein.
3. **Commencement and Completion.** The services outlined in Exhibit "A" must be commenced within 365 days of the date the last party executes this Agreement.
4. **Contract Sum.** The Independent Secondary Contractor shall be paid (the "Contract Sum") upon completion of the services contemplated by the Scope of Work attached hereto as Exhibit "A". Any increase or decrease in the Scope of Work within Exhibit "A" must result in a proportionate increase or decrease in the Contract Sum, which must be agreed to by the parties and set forth in writing. There shall be no increases in the Contract Sum without the written approval of the County.
5. All goods and/or services provided by Independent Secondary Contractor shall be performed and/or provided in a good and workmanlike fashion in compliance with any applicable industry standards and any applicable codes and regulations.
6. The Independent Secondary Contractor agrees to secure and maintain any and all proper and applicable County, Municipal and State licensing and permits and abide by all applicable Federal, State and Local Regulations.
7. The Independent Secondary Contractor must maintain, on a primary basis and at its sole expense, at all times during the life of this contract, or the performance of work hereunder, the insurance coverages, limits, and endorsements described herein. The requirements contained herein, as well as the county's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligation assumed by the Independent Secondary Contractor under this contract.

8. **Financial Rating of Insurance Companies** All insurance companies must have financial rating of A- or higher by A.M. Best.
9. **Commercial General Liability** The Independent Secondary Contractor shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence and \$2,000,000 Annual Aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Secondary Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.
10. **Business Automobile Liability** The Independent Secondary Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Independent Secondary Contractor does not own automobiles, the Independent Secondary Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
11. **Worker's Compensation Insurance & Employers Liability** The Independent Secondary Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).
12. **Umbrella or Excess Liability (needed for large contracts as determined by Risk Management)** The Independent Secondary Contractor shall maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than \$2,000,000 Each Occurrence and \$2,000,000 Aggregate. The Independent Secondary Contractor shall endorse the County as an "Additional Insured" on the Umbrella or Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure "True Follow-Form" basis, or the County is automatically defined as an Additional Protected Person. Any self-insured retention or deductible shall not exceed \$25,000.
13. **Certificate(s) of Insurance** shall:
 1. Clearly indicate the County has been endorsed on the Commercial General Liability with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
 2. Clearly indicate the County is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability as required herein.
 3. Clearly identify each policy's limits, flat & percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
 4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.

5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

Sumter County Board of County Commissioners
Risk Management Department
Attn: Lita Hart
7375 Powell Road, Suite 219
Wildwood, FL 34785

14. **Indemnification** The Independent Secondary Contractor shall indemnify, defend and hold harmless the County, its offices, agents and employees from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Independent Secondary Contractor's own employees or damage to property occasioned by a negligent act, omission or failure of the Independent Secondary Contractor.
15. **Builder's Risk (when applicable)** The Independent Secondary Contractor, prior to notice to proceed or commencement of work, whichever occurs first, shall maintain Builder's Risk insurance providing coverage to protect the interests of the County, Independent Secondary Contractor, subcontractors, including property acquired under a sales tax incentive program, property in transit, and property on or off-premises, which shall become part of the building or project. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the Project as well as subsequent modifications of that sum. Any flat deductible(s) shall not exceed \$25,000, any wind percentage deductible (when applicable) shall not exceed ten-percent (10%); and any flood sub limit shall not be less than 25% of the projected completed value of the project. The Independent Secondary Contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the County. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the County's interest in the building ceases, or the building is accepted or insured by the County.

The Independent Secondary Contractor shall endorse the County as Additional Insured, or Loss Payee, on the Builder's Risk.

16. **Deductibles, Coinsurance Penalties, & Self-Insured Retention** The Independent Secondary Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the County, the Independent Secondary Contractor shall, when requested by the County, maintain a Commercial Surety Bond in an amount equal to said deductible amount.
17. **Waiver of Subrogation** The Independent Secondary Contractor shall provide a Waiver of Subrogation in favor of the County, Independent Secondary Contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy

condition not permit the Independent Secondary Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Independent Secondary Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Independent Secondary Contractor enter into such an agreement on a pre-loss basis.

18. **Right to Revise or Reject** The County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the County shall provide the Independent Secondary Contractor written notice of such revision or rejections.
19. **No Representation of Coverage Adequacy** The coverages, limits or endorsements required herein protect the primary interests of the County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Independent Secondary Contractor against any loss exposures, whether as a result of the Project or otherwise.
20. **Certificate(s) of Insurance** The Independent Secondary Contractor shall provide the County with Certificate(s) of Insurance clearly evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the County is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Independent Secondary Contractor agrees to furnish the County prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the County, the Independent Secondary Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.
21. The County shall have the right, but not the obligation, of prohibiting the Independent Secondary Contractor from entering the Project site until a new Certificate of Insurance is provided to the County evidencing the replacement coverage. The Independent Secondary Contractor agrees the County reserves the right to withhold payment to the Independent Secondary Contractor until evidence of reinstated or replacement coverage is provided to the County. If the Independent Secondary Contractor fails to maintain the insurance as set forth herein, the Independent Secondary Contractor agrees the County shall have the right, but not the obligation, to purchase replacement insurance, which the Independent Secondary Contractor agrees to reimburse any premiums or expenses incurred by the County.
22. **Governing Law**. All questions, issues or disputes arising out of or under this Contract, shall be governed by the laws of the State of Florida and State jurisdiction is hereby

agreed by Independent Secondary Contractor to be only in Sumter County, Florida, and Federal jurisdiction is hereby agreed by Independent Secondary Contractor to be only in the Middle District of Florida and all Federal litigation by subject matter or removal must be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Contract, costs of said suit including reasonable attorneys fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event any litigation is commenced by either party to enforce this Contract, the action will be filed and litigated in a Court of competent jurisdiction located only in Sumter County, Florida. Independent Secondary Contractor waives any and all rights to have this action brought in any place other than Sumter County, Florida, under applicable venue laws. Independent Secondary Contractor hereby agrees the jurisdiction and venue of all disputes arising out of this Contract lie in no Court other than those stated above.

23. **General.** The invalidity of any provision of this Contract or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained which shall remain in full force and effect. Independent Secondary Contractor agrees to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Contract. Time shall be of the essence in this Contract. In this agreement, wherefore the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this agreement. Independent Secondary Contractor agrees this Contract is consummated and entered into in Sumter County, Florida.
24. **Severability.** Whenever possible each provision and term of this Contract will be interpreted in a manner to be effective and valid but if any provision or term of this Contract is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Contract.
25. **Attorneys' Fees.** If any action is commenced to construe or enforce this Contract or the rights and duties created hereunder, then the party prevailing in the action shall be entitled to recover its costs and fees in the action, the cost and fees incurred in any appeal thereof, and the costs and fees incurred in enforcing any judgment entered as a consequence of an action.
26. Independent Secondary Contractor does hereby specifically promise and agree to defend, indemnify and "hold harmless" the County and the agents, servants, employees, officers and officials thereof from any liability or responsibility whatsoever in connection with the goods and/or services to be provided hereunder.
27. Independent Secondary Contractor shall not be construed to be the agent, servant or employee of the County or of any elected or appointed official thereof, for any purpose whatsoever, and further Independent Secondary Contractor shall have no express or

implied authority of any kind or nature whatsoever, to incur any liability, either in contract or in tort, as the agent, servant, or employee of the Board.

28. The Contract shall be binding upon the parties hereto, their successors and assigns.
29. This Contract shall not be assigned by Independent Secondary Contractor without the express written consent of the Board of County Commissioners of Sumter County.
30. **Independent Secondary Contractor.** It is understood that _____, including any of its employees or agents, is an Independent Secondary Contractor and not an agent or employee of the County for any purpose including, but not limited to, federal tax and other state and federal law purposes. The Independent Secondary Contractor assumes responsibility for payment of all federal, state and local taxes imposed or required of the Independent Secondary Contractor under unemployment insurance, Social Security and income tax laws. Independent Secondary Contractor shall be solely responsible for any worker's compensation insurance required by law and shall provide the County with proof of insurance upon demand. The parties agree that the County will not:
- (a) Pay dues, licenses or membership fees for Independent Secondary Contractor;
 - (b) Control the method, manner or means of performing and providing the goods and services within Exhibit "A"; or
 - (c) Restrict or prevent Independent Secondary Contractor from working for any other party except as specially provided for in non-compete agreements entered into between the parties for independent consideration.

The County does not have the right or power to enter into any contract or commitment on behalf of the Independent Secondary Contractor, including entering into agreements with third parties, exercising incidents of ownership with respect to property owned by the Independent Secondary Contractor, or executing documents on the Independent Secondary Contractor's behalf.

31. **Hazardous Materials and Environmental Compliance (as applicable).** For the purpose of this Section, "Hazardous Materials" shall also include but not be limited to substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.*; and in any of the regulations adopted and publications promulgated pursuant to said laws; or any other pollutants or dangerous substances regulated pursuant to any other applicable environmental laws including, without limitation, polychlorinated biphenyls (PCB=s), oil, petroleum products and fractions, vinyl chloride, asbestos, heavy metals, radon or other radioactive materials, flammable or explosive materials, underground storage tanks (whether empty, filled or partially filled with any substance, regulated or otherwise), any substance or materials the presence of which on the Property is prohibited by any environmental laws, or any other substance or material which requires special handling or notification of any federal, state or local governmental entity regarding collection, storage, treatment or disposal. Independent Secondary Contractor shall not use, generate, manufacture, store or dispose on, under or about the Property or transport to

the Property any (the AHazardous Materials@). If Hazardous Materials are discovered during construction, Independent Secondary Contractor shall immediately properly dispose of the Hazardous Substance in accordance with all applicable environmental laws.

33. **Citizenship.** The Independent Secondary Contractor shall not employ individuals not licensed or legally permitted to work in the United States of America ("Illegal Aliens"). Independent Secondary Contractor shall maintain current Employee Eligibility Verification Forms (I-9 Forms) for all employees of Independent Secondary Contractor. County reserves the right to audit Independent Secondary Contractor's employee records without cause or notice to verify that all employees of Independent Secondary Contractor are licensed or legally permitted to work in the United States of America and are not Illegal Aliens. Should Independent Secondary Contractor or County discover that Contractor is employing an individual who is an Illegal Alien as defined herein, that individual shall be immediately discharged by Contractor and shall not be allowed to participate in the work described by this Contract in any manner. It is understood that it is the duty of Contractor to prevent the employment of Illegal Aliens, and the County's right to audit Contractor's employee records does not evidence or suggest a duty on behalf of County to perform such audit or otherwise police the legal status of Independent Secondary Contractor's employees.

32. The County retains the right to renew this contract, with the consent of the vendor, under the same terms and conditions for two (2) additional one (1) year terms. Additional terms and/or services may be added to this contract upon satisfactory negotiation of price by the Contract Manager and the Vendor.

35. This Contract was executed the day and year first above written.

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS,
SUMTER COUNTY, FLORIDA

Witness:

By: _____

Title: _____

Witness:

By: _____

Title: _____

NOTICE OF AWARD

TO: Skyline Elevators

11306 Bay Lake Road

Groveland, FL 34736

Project Description: Elevator Repair & Maintenance Services

The OWNER has considered the RFP submitted by you for the above described work in response to its Request for Proposals dated 11-29-2010.

You are hereby notified that your RFP has been accepted for the unit prices for the listed items in the BID PROPOSAL.

You are required by the Instruction for Bidders to execute the Agreement and furnish the required certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said insurance within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

Please acknowledge the NOTICE OF AWARD and return to:

Mr. Don Burgess
Sumter County Board of County Commissioners
7375 Powell Road, Suite 200
Wildwood, FL 34785

Dated this 12-14-2010

By: _____

Title: Chairman

ACCEPTANCE OF NOTICE _____

Receipt of the above NOTICE OF AWARD is hereby acknowledged by
_____ this _____ day of _____, 20__

By: _____ Title: _____

NOTICE TO PROCEED

To: Skyline Elevators

Date: December 14, 2010

11306 Bay Lake Road

Groveland, FL 34736

Project: Elevator Repair & Maintenance Services

You are hereby notified to commence WORK in accordance with the Agreement dated December 14, 2010, on or before December 14, 2010, and you are to complete the WORK within 365 consecutive calendar days thereafter. The date of completion of all WORK is therefore December 14, 2011.

Please acknowledge the NOTICE TO PROCEED and return to:

Mr. Don Burgess
Sumter County Board of County Commissioners
7375 Powell Road, Suite 200
Wildwood, FL 34785

Dated this 14th day of December 2010

By: _____

Title: County Administrator

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____, this _____ day of _____, 20__

By: _____ Title: _____