AGREEMENT FOR
ELEVATOR MAINTENANCE AND REPAIR SERVICES

THIS AGREEMENT, made this 15th day of June 2012, by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, Eastern Elevator Service Inc., a Florida corporation, ("Contractor" or "Company"), whose address and phone number are 4301 South Flamingo Road, Suite 106-201, Davie, FL 33330, Phone: 954-591-2831, Fax: 954-680-8263, Email: EasternESI@aol.com, for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

(1) Invitation to Bid 422-10907 Elevator Maintenance and Repair Services, including any and all addenda, prepared by the City of Fort Lauderdale, ("ITB" or "Exhibit A").

(2) Response to the ITB, dated February 6, 2012 ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

A. First, specific direction from the City Manager (or designee)
B. Second, this Agreement dated June 15th, 2012, and any attachments.
C. Third, Exhibit A
D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on May 16, 2012 and shall end on May 15, 2015. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B, in the estimated annual amount of $71,900. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - $500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.

This coverage must include, but not limited to:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for Premises/Operations
c. Products/Completed Operations
d. Broad Form Contractual Liability
e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	$250,000 each person, $500,000 each occurrence
Property damage	$100,000 each occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. <u>Environmental, Health and Safety</u>

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor 's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor 's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. <u>Conflicts</u>

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of $1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of $1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion,

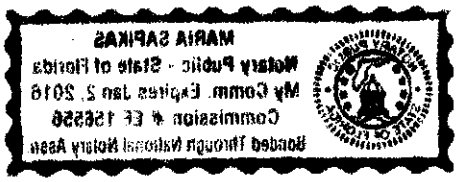
strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.



IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: _____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST

By: _____
Print Name: _____
Title:

CONTRACTOR

By: _____
Print Name: ROB RAUCH
Title: VP

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 11 day of June, 2012, by Robert Rauch as (title): _____ for Eastern Elevator Service Inc., a Florida corporation.

(SEAL)

Notary Public, State of FLORIDA
(Signature of Notary Public)

MARIA SAPIKAS
Notary Public - State of Florida
My Comm. Expires Jan 2, 2016
Commission # EE 156558
Bonded Through National Notary Assn.

MARIA SAPIKAS

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ____ OR Produced Identification X
Type of Identification Produced F Driver License

EXHIBIT A

CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE

422-10907

Elevator Maintenance and Repairs

CITY OF FORT LAUDERDALE

Bob McKenney

954-828-5139

Bid 422-10907
Elevator Maintenance and Repairs

Bid Number	**422-10907**
Bid Title	**Elevator Maintenance and Repairs**
Bid Start Date	**Jan 4, 2012 11:48:47 AM EST**
Bid End Date	**Feb 10, 2012 2:00:00 PM EST**
Question & Answer End Date	**Feb 1, 2012 2:00:00 PM EST**
Bid Contact	**Bob McKenney** **Procurement Specialist II** **Procurement** **954-828-5139** **RMcKenney@fortlauderdale.gov**
Contract Duration	**3 years**
Contract Renewal	**Not Applicable**
Prices Good for	**90 days**
Bid Comments	**The City of Fort Lauderdale is actively seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide a three year contract for elevator maintenance and repairs for the Parks and Recreation Department (Facilities) in full accordance with the specifications, terms, and conditions contained in this Invitation to Bid (ITB).** **For information concerning procedures for responding to this ITB, contact Procurement Specialist II Bob McKenney at 954.828.5139 or rmckenney@fortlauderdale.gov. Any questions that bidders wish to have addressed and which might require an addendum must be submitted through the Question and Answer format through the BidSync website. If required, written addendum will be issued by the City.** **The City of Fort Lauderdale uses BidSync (www.BidSync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in this solicitation process, nor will any fees be charged to the awarded vendor. Refer to www.BidSync.com for further information.** **All bids should be submitted electronically through www.BidSync.com.** **Added on Jan 12, 2012:** **Addendum #1** **Per a request from a contractor, the tabulation from the current bid has been uploaded.** **Added on Jan 18, 2012:** **Addendum #2** **The quantity has been changed to 36 (months). The estimated hours will remain the same.** **Added on Feb 6, 2012:** **Addendum #3** **The bid end date has been changed to 02/10/12. All other terms and conditions remain the same.**

Changes made on Jan 12, 2012 1:03:49 PM EST

New Documents	**10222 Tab.pdf**

Changes made on Jan 18, 2012 3:48:58 PM EST

Changes were made to the following items:

City Hall
Police Department
Downtown Parking Garage

Public Works Administration Building
G.T. Lohmeyer Wastewater Treatment Plant
Von Mizell Center
Performing Arts Garage
Fiveash Water Treatment Plant
Peele-Dixie Water Treatment Plant
Swimming Hall of Fame Building
Downtown Helistop in Downtown Parking Garage
Fire Station 47
Fire Station 53
Carter Park Press Box
Fire Administration aka Fire Station 2
Holiday Park Press Box
Parking Services Building
Fire Station 29
Fire Station 49
War Memorial Auditorium Chair Lift

Changes made on Feb 6, 2012 1:07:15 PM EST

Previous End Date **Feb 7, 2012 2:00:00 PM EST** New End Date **Feb 10, 2012 2:00:00 PM EST**

Item Response Form

Item	**422-10907--01-01 - City Hall**
Quantity	**36 month**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 36

Description
City Hall 100 N. Andrews Avenue
Three traction passenger elevators
State serial #7272, #7273, #7274
2500 lb. capacity each
8 stops
Originally installed by Eastern Elevator Company
One traction freight elevator
3500 lb. capacity
9 stops
Originally installed by Eastern Elevator Company
Contractor will furnish all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance service, including all inspections, adjustments, tests, parts or component replacements, and repairs to keep the elevators in continuous use at their established capacity and efficiency and for their intended purpose. All maintenance adjustments and repairs shall be in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks; ANSI A17.1 and A17.2, including all supplements.

Changes made on Jan 18, 2012 3:48:58 PM EST

Previous Delivery Location/Quantity **See ITB Specifications Fort Lauderdale, FL 33301 Qty 24**

New Delivery Location/Quantity **See ITB Specifications Fort Lauderdale, FL 33301 Qty 36**

Item	**422-10907--01-02 - Police Department**
Quantity	**36 month**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 36

Description
Police Department 1300 West Broward Boulevard
One Jail Passenger, 4,000 lb. capacity
One Main Passenger, 2,500 lb. capacity
One Passenger, 2,500 lb. capacity
One Letter Lift
Contractor will furnish all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance service, including all inspections, adjustments, tests, parts or component replacements, and repairs to keep the elevators in continuous use at their established capacity and efficiency and for their intended purpose. All maintenance adjustments and repairs shall be in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks; ANSI A17.1 and A17.2, including all supplements.

Changes made on Jan 18, 2012 3:48:58 PM EST

Previous Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 24**	New Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 36**

Item	**422-10907--01-03 - Downtown Parking Garage**
Quantity	**36 month**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 36

Description
Downtown Parking Garage SE 1 Avenue and SE 1 Street
Four Passenger (Otis Elevator GEN-2 Belt Driven)
Requires Proprietary tools and trained technician.
Contractor will furnish all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance service, including all inspections, adjustments, tests, parts or component replacements, and repairs to keep the elevators in continuous use at their established capacity and efficiency and for their intended purpose. All maintenance adjustments and repairs shall be in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks; ANSI A17.1 and A17.2, including all supplements.

Changes made on Jan 18, 2012 3:48:58 PM EST

Previous Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 24**	New Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 36**

Item	**422-10907--01-04 - Public Works Administration Building**
Quantity	**36 month**
Unit Price	

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 36

Description
Public Works Administration Bldg. 949 NW 38 Street
One Main Passenger
Contractor will furnish all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance service, including all inspections, adjustments, tests, parts or component replacements, and repairs to keep the elevators in continuous use at their established capacity and efficiency and for their intended purpose. All maintenance adjustments and repairs shall be in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks; ANSI A17.1 and A17.2, including all supplements.

Changes made on Jan 18, 2012 3:48:58 PM EST

Previous Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 24**	New Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 36**

Item **422-10907--01-05 - G.T. Lohmeyer Wastewater Treatment Plant**
Quantity **36 month**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 36

Description
G. T. Lohmeyer Wastewater Treatment Plant 1765 SE 18 Street
One Main Passenger
One Freight (This elevator normally operates in a corrosive environment. Bidders shall consider this in pricing their monthly service charge. No additional charges may be levied against this elevator by the Contractor.)
Contractor will furnish all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance service, including all inspections, adjustments, tests, parts or component replacements, and repairs to keep the elevators in continuous use at their established capacity and efficiency and for their intended purpose. All maintenance adjustments and repairs shall be in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks; ANSI A17.1 and A17.2, including all supplements.

Changes made on Jan 18, 2012 3:48:58 PM EST

Previous Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 24**	New Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 36**

Item **422-10907--01-06 - Von Mizell Center**
Quantity **36 month**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 36

Description

Von Mizell Center 1409 NW 6 Street
One Main Passenger
Contractor will furnish all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance service, including all inspections, adjustments, tests, parts or component replacements, and repairs to keep the elevators in continuous use at their established capacity and efficiency and for their intended purpose. All maintenance adjustments and repairs shall be in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks; ANSI A17.1 and A17.2, including all supplements.

Changes made on Jan 18, 2012 3:48:58 PM EST

Previous Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 24**	New Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 36**

Item	**422-10907--01-07 - Performing Arts Garage**
Quantity	**36 month**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 36

Description
Performing Arts Garage 200 SW 5 Avenue
Two 3,500 lb. capacity
Contractor will furnish all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance service, including all inspections, adjustments, tests, parts or component replacements, and repairs to keep the elevators in continuous use at their established capacity and efficiency and for their intended purpose. All maintenance adjustments and repairs shall be in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks; ANSI A17.1 and A17.2, including all supplements.

Changes made on Jan 18, 2012 3:48:58 PM EST

Previous Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 24**	New Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 36**

Item	**422-10907--01-08 - Fiveash Water Treatment Plant**
Quantity	**36 month**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 36

Description
Fiveash Water Treatment Plant 4321 NW 9 Avenue
One Main Passenger
One Freight
Contractor will furnish all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance service, including all inspections, adjustments, tests, parts or component replacements, and repairs to keep the elevators in continuous use at their established capacity and efficiency and for their intended purpose. All maintenance adjustments and repairs shall be in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks; ANSI A17.1 and A17.2, including all supplements.

Changes made on Jan 18, 2012 3:48:58 PM EST

Previous Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 24**	New Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 36**

Item **422-10907--01-09 - Peele-Dixie Water Treatment Plant**

Quantity **36 month**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 36

Description
Peele-Dixie Water Treatment Plant 1500 S. State Road 7
One Main Passenger
Contractor will furnish all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance service, including all inspections, adjustments, tests, parts or component replacements, and repairs to keep the elevators in continuous use at their established capacity and efficiency and for their intended purpose. All maintenance adjustments and repairs shall be in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks; ANSI A17.1 and A17.2, including all supplements.

Changes made on Jan 18, 2012 3:48:58 PM EST

Previous Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 24**	New Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 36**

Item **422-10907--01-10 - Swimming Hall of Fame Building**

Quantity **36 month**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 36

Description
Swimming Hall of Fame Bldg. 501 Seabreeze Blvd.
Two - Main Passenger, State serial #44640 and #45938
Contractor will furnish all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance service, including all inspections, adjustments, tests, parts or component replacements, and repairs to keep the elevators in continuous use at their established capacity and efficiency and for their intended purpose. All maintenance adjustments and repairs shall be in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks; ANSI A17.1 and A17.2, including all supplements.

Changes made on Jan 18, 2012 3:48:58 PM EST

Previous Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 24**	New Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 36**

Item	**422-10907--01-11 - Downtown Helistop in Downtown Parking Garage**
Quantity	**36 month**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 36

Description
Downtown Helistop in Downtown Parking Garage 150 SE 2nd Street
One Special Application Sidewalk Elevator (6th to 8th Floor)
Contractor will furnish all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance service, including all inspections, adjustments, tests, parts or component replacements, and repairs to keep the elevators in continuous use at their established capacity and efficiency and for their intended purpose. All maintenance adjustments and repairs shall be in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks; ANSI A17.1 and A17.2, including all supplements.

Changes made on Jan 18, 2012 3:48:58 PM EST

Previous Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 24**	New Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 36**

Item	**422-10907--01-12 - Fire Station 47**
Quantity	**36 month**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 36

Description
Fire Station 47 1000 SW 27th Avenue
One Hydraulic Unit
Contractor will furnish all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance service, including all inspections, adjustments, tests, parts or component replacements, and repairs to keep the elevators in continuous use at their established capacity and efficiency and for their intended purpose. All maintenance adjustments and repairs shall be in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks; ANSI A17.1 and A17.2, including all supplements.

Changes made on Jan 18, 2012 3:48:58 PM EST

Previous Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 24**	New Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 36**

Item	**422-10907--01-13 - Fire Station 53**
Quantity	**36 month**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications

Fort Lauderdale FL 33301
Qty 36

Description
Fire Station 53 6000 NW 21st Avenue
One Hydraulic Unit
Contractor will furnish all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance service, including all inspections, adjustments, tests, parts or component replacements, and repairs to keep the elevators in continuous use at their established capacity and efficiency and for their intended purpose. All maintenance adjustments and repairs shall be in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks; ANSI A17.1 and A17.2, including all supplements.

Changes made on Jan 18, 2012 3:48:58 PM EST

Previous Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 24**	New Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 36**

Item	**422-10907--01-14 - Carter Park Press Box**
Quantity	**36 month**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 36

Description
Carter Park Press Box 1450 West Sunrise Blvd.
One - 2 Stop Vertical Wheelchair Lift by Accessibility Equipment Manufacturer¿s Association (AEMA)
Contractor will furnish all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance service, including all inspections, adjustments, tests, parts or component replacements, and repairs to keep the elevators in continuous use at their established capacity and efficiency and for their intended purpose. All maintenance adjustments and repairs shall be in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks; ANSI A17.1 and A17.2, including all supplements.

Changes made on Jan 18, 2012 3:48:58 PM EST

Previous Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 24**	New Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 36**

Item	**422-10907--01-15 - Fire Administration aka Fire Station 2**
Quantity	**36 month**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 36

Description
Fire Administration (aka, Fire Station #2) 528 NW 2nd Street
One 3 Stop Mowrey Hydraulic, with a non-proprietary Motion Control Engineering HMC 1000 series Controller
Contractor will furnish all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance service, including all inspections, adjustments, tests, parts or component replacements, and repairs to keep the elevators in continuous use at their established capacity and efficiency and for their intended purpose. All maintenance adjustments and

repairs shall be in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks; ANSI A17.1 and A17.2, including all supplements.

Changes made on Jan 18, 2012 3:48:58 PM EST

Previous Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 24**	New Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 36**

Item **422-10907--01-16 - Holiday Park Press Box**

Quantity **36 month**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 36

Description
Holiday Park Press Box 1200 S. Holiday Park Circle
One - 2 Stop Vertical Wheelchair Lift by Accessibility Equipment Manufacturer's Association (AEMA)
Contractor will furnish all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance service, including all inspections, adjustments, tests, parts or component replacements, and repairs to keep the elevators in continuous use at their established capacity and efficiency and for their intended purpose. All maintenance adjustments and repairs shall be in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks; ANSI A17.1 and A17.2, including all supplements.

Changes made on Jan 18, 2012 3:48:58 PM EST

Previous Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 24**	New Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 36**

Item **422-10907--01-17 - Parking Services Building**

Quantity **36 month**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 36

Description
Parking Services Building 290 NE 3rd Avenue
One 2 Stop Dover Hydraulic
Contractor will furnish all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance service, including all inspections, adjustments, tests, parts or component replacements, and repairs to keep the elevators in continuous use at their established capacity and efficiency and for their intended purpose. All maintenance adjustments and repairs shall be in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks; ANSI A17.1 and A17.2, including all supplements.

Changes made on Jan 18, 2012 3:48:58 PM EST

Previous Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301**	New Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL**

Qty 24

33301
Qty 36

Item **422-10907--01-18 - Fire Station 29**
Quantity **36 month**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 36

Description
Fire Station 29 2002 NE 16th Street
One Main Passenger
Contractor will furnish all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance service, including all inspections, adjustments, tests, parts or component replacements, and repairs to keep the elevators in continuous use at their established capacity and efficiency and for their intended purpose. All maintenance adjustments and repairs shall be in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks; ANSI A17.1 and A17.2, including all supplements.

Changes made on Jan 18, 2012 3:48:58 PM EST

Previous Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 24**	New Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 36**

Item **422-10907--01-19 - Fire Station 49**
Quantity **36 month**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 36

Description
Fire Station 49 1015 Seabreeze Boulevard
One Main Passenger
Contractor will furnish all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance service, including all inspections, adjustments, tests, parts or component replacements, and repairs to keep the elevators in continuous use at their established capacity and efficiency and for their intended purpose. All maintenance adjustments and repairs shall be in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks; ANSI A17.1 and A17.2, including all supplements.

Changes made on Jan 18, 2012 3:48:58 PM EST

Previous Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 24**	New Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 36**

Item **422-10907--01-20 - War Memorial Auditorium Chair Lift**
Quantity **36 month**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 36

Description
War Memorial Auditorium 800 NE 8th Street
One ADA Wheel-chair Lift
Contractor will furnish all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance service, including all inspections, adjustments, tests, parts or component replacements, and repairs to keep the elevators in continuous use at their established capacity and efficiency and for their intended purpose. All maintenance adjustments and repairs shall be in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks; ANSI A17.1 and A17.2, including all supplements.

Changes made on Jan 18, 2012 3:48:58 PM EST

Previous Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 24**	New Delivery Location/Quantity	**See ITB Specifications Fort Lauderdale, FL 33301 Qty 36**

Item **422-10907--01-21 - Labor for Mechanic**
Quantity **100 hour**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 100

Description
Mechanic's Labor during normal business hours for repairs that are outside of the contracted monthly maintenance. (The hours are estimated, there may be more or less hours required to repair the elevators.)

Item **422-10907--01-22 - Labor for Helper**
Quantity **100 hour**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 100

Description
Helper's Labor during normal business hours for repairs that are outside of the contracted monthly maintenance. (The hours are estimated, there may be more or less hours required to repair the elevators.)

Item **422-10907--01-23 - Labor for Mechanic - Overtime / Holiday**
Quantity **20 hour**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 20

Description
Mechanic's Labor during overtime or holiday hours for repairs that are outside of the contracted monthly maintenance. (The hours are estimated, there may be more or less hours required to repair the elevators.)

Item	**422-10907--01-24 - Labor for Helper - Overtime / Holiday**
Quantity	**20 hour**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 20

Description
Helper's Labor during overtime or holiday hours for repairs that are outside of the contracted monthly maintenance. (The hours are estimated, there may be more or less hours required to repair the elevators.)

Item	**422-10907--01-25 - Parts on a Pass-Thru Basis**
Quantity	**1 lump sum**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
The bidder MUST enter $25,000.00 as an estimated amount of money that may be spent on parts on a pass-thru basis. If the bidder does not enter $25,000.00 for this item, the City will make a correction to the tabulation and enter $25,000.00 for the bidder.

ITB # 422-10907
TITLE: Elevator Maintenance and Repairs

PART I - INFORMATION SPECIAL CONDITIONS

01. PURPOSE
The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Elevator Maintenance and Repair services for the City's Parks and Recreation Department (Facilities), in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

02. INFORMATION OR CLARIFICATION
For information concerning procedures for responding to this solicitation, contact Procurement Specialist Bob McKenney at 954.828.5139 or email at rmckenney@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the question / answer feature provided by BidSync at www.bidsync.com . Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at www.bidsync.com or reaches the City of Fort Lauderdale City Hall, Procurement Services Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation.

03. TRANSACTION FEES
The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

04. SITE VISIT
It will be the sole responsibility of the bidder to inspect the City's location(s) prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

Contractors should contact the following personnel to make an appointment to gain access in order to inspect each facility before the bid is submitted. Several of these facilities are secured. Contractors will NOT be given access without an appointment.

CARTER PARK PRESS BOX CHAIR LIFT -	**David Deal (954) 828-8983**
HOLIDAY PARK PRESS BOX CHAIR LIFT -	**Phil Peterson (954) 828 5993**

GTL WASTEWATER PLANT - **Patrick Long 954.523.1002**
FIVEASH WATER PLANT - **Robbie Burkes 954.828.7864**
Phil Skidmore 954.828.7867
PEELE DIXIE WATER PLANT - **Cesar Alza 954.828.7505**
PUBLIC WORKS ADMIN BUILDING – **Reina Gonzalez 954.828.7843**
Linda Gee 954.828.7896

FIRE STATION #2 (AKA, FIRE ADMINISTRATION) – **Cris Dietz 954.828.7447**
FIRE STATION #29 - **Chris Dietz 954.828.7447**
FIRE STATION #47 - **Cris Dietz 954.828.7447**
FIRE STATION #49 - **Chris Dietz 954.828.7447**
FIRE STATION #53 - **Cris Dietz 954.828.7447**

POLICE DEPARTMENT - **Joe Molnar 954.828.828-6919**
Alan Ragoonanan 954.828.5474

DOWNTOWN HELISTOP - **Rufus James 954.828.4955 or 4968**

SWIMMING HALL OF FAME - **Jeff Stafford, 954.828.4579**

DOWNTOWN PARKING GARAGE - **Richard Stapleton 954.828.5430**
Jeff Davis, 954.828.3793
PERFORMING ARTS GARAGE - **Richard Stapleton 954.828.5430**
Jeff Davis, 954.828.3793
PARKING SERVICES - **Richard Stapleton 954.828.5430**
Jeff Davis, 954.828.3793

CITY HALL - **John McDowell – 954.828.5770**
MIZELL BUILDING - **John McDowell – 954.828.5770**

WAR MEMORIAL AUDITORIAM – **Orlando Castellano – 954.828.5382**

05. PRE-BID CONFERENCE
There will not be a pre-bid conference for this Invitation to Bid.

06. ELIGIBILITY
To be eligible for award of a contract in response to this solicitation the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation for at least five years, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

A. **The elevator located at the Downtown Parking Garage, SE 1st Ave. and SE 1st Street is a GEN-2 Belt driven elevator manufactured by Otis. This elevator requires proprietary equipment to perform services and trained personnel to repair these elevators. To be eligible to bid on this contract, the contractor must currently own the proprietary tools required to maintain this equipment and employ at least one technician who has been trained to repair Otis GEN-2 elevators. Bids received that do not meet these requirements will be found non-responsive.**

07. PRICING/DELIVERY
Contractor must quote a firm, fixed price for all services stated in the ITB, which includes any travel associated with coming to the City of Fort Lauderdale.

08. BID DOCUMENTS
The Contractor shall examine this bid carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

09. AWARD
Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid solicitation. Contractor must bid on all items. Partial bids will not be considered.

10. GENERAL CONDITIONS
General Conditions Form G-107 Rev. 11/11 (GC) are included and made a part of this ITB.

11. NEWS RELEASES/PUBLICITY
News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

12. CONTRACTORS' COSTS
The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

13. RULES AND SUBMITTALS OF BIDS
The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

14. CONTRACT PERIOD
The initial contract term shall commence upon date of award by the City or May 16, 2012, whichever is later, and shall expire three years from that date. The City reserves the right to extend the contract for one, additional one year term, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

15. COST ADJUSTMENTS
Prices quoted shall be firm for the initial contract term of two years. No cost increases shall be

accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

16. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contact, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

17. CONTRACT COORDINATOR

The City may designate a Contract Coordinator whose principal duties shall be:

Liaison with Contractor
Coordinate and approve all work under the contract.
Resolve any disputes.
Assure consistency and quality of Contractor's performance.
Schedule and conduct Contractor performance evaluations and document findings.
Review and approve for payment all invoices for work performed or items delivered.

18. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements

Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contact.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of the contract extension.

19. INVOICES/PAYMENT
The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. Payment will be made within thirty (30) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

20. RELATED EXPENSES/TRAVEL EXPENSES
All costs including travel are to be included in your proposal. The City will not accept any additional costs.

21. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES
While this contract is for services provided to the department referenced in this Invitation For Bid, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

22. DELETION OR MODIFICATION OF SERVICES
The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the

Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to services, after the City has approved work to begin on such services, and a budget has been established for those services, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

23. INSURANCE

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this ITB shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - $500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.

This coverage must include, but not limited to:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for Premises/Operations
c. Products/Completed Operations

d. Broad Form Contractual Liability
e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	$250,000 each person
	$500,000 each occurrence
Property damage	$100,000 each occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

24. SUB-CONTRACTORS
If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

25. INSURANCE – SUB-CONTRACTORS
Contractor shall require all of its sub-contractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the contractor.

26. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")
The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of

transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

27. PUBLIC ENTITY CRIMES
NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

28. DAMAGE TO PUBLIC OR PRIVATE PROPERTY
Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

29. CANADIAN COMPANIES
The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

30. LOBBYING ACTIVITIES
ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution

No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf .

31. BID TABULATIONS/INTENT TO AWARD
Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm . Tabulations of receipt of those parties responding to a formal solicitation may be found at: http://www.fortlauderdale.gov/purchasing/bidresults.htm , or any interested party may call the Procurement Services Division at 954-828-5933.

32. VERIFICATION OF EMPLOYMENT STATUS
Any Contractor/Consultant assigned to perform responsibilities under its' contract with a State agency are required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.
E-VERIFY Affirmation Statement should be completed and submitted with Bidder's response to this ITB.

33. CONTRACT AGREEMENT
Sample Contract Agreement Form (Attachment A) is included and made a part of this Invitation to Bid. Terms and Conditions of final agreement will be included as applicable to this ITB.

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

2.01. General

The work to be performed by the Contractor consists of furnishing all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance service, including all inspections, adjustments, tests, parts or component replacements, and repairs to keep the elevators in continuous use at their established capacity and efficiency and for their intended purpose. All maintenance adjustments and repairs shall be in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks; ANSI A17.1 and A17.2, including all supplements.

2.02 Locations To Be Serviced

B. Carter Park Press Box – 1450 West Sunrise Blvd.

One - 2 Stop – Vertical Wheelchair Lift by Accessibility Equipment Manufacturer's Association (AEMA)

C. City Hall – 100 N. Andrews Avenue

Three – traction passenger elevators
State serial #7272, #7273, #7274
2500 lb. capacity each
8 stops
Originally installed by Eastern Elevator Company

One – traction freight elevator
3500 lb. capacity
9 stops
Originally installed by Eastern Elevator Company

D. Downtown Helistop in Downtown Parking Garage – 150 SE 2nd Street

One – Special Application Sidewalk Elevator (6th to 8th Floor)

E. Downtown Parking Garage – SE 1 Avenue and SE 1 Street

Four – Passenger (Otis Elevator GEN-2 Belt Driven)

F. Fire Administration (aka, Fire Station #2) – 528 NW 2nd Street

One – 3 Stop – Mowrey Hydraulic, with a non-proprietary Motion Control Engineering HMC 1000 series Controller

G. Fiveash Water Treatment Plant – 4321 NW 9 Avenue

One - Main Passenger
One - Freight

H. G. T. Lohmeyer Wastewater Treatment Plant – 1765 SE 18 Street

One - Main Passenger
One - Freight (This elevator normally operates in a corrosive environment. Bidders shall consider this in pricing their monthly service charge. No additional charges may be levied against this elevator by the Contractor.)

I. Holiday Park Press Box – 1200 S. Holiday Park Circle

One - 2 Stop – Vertical Wheelchair Lift by Accessibility Equipment Manufacturer's Association (AEMA)

J. Parking Services Building – 290 NE 3rd Avenue

One – 2 Stop – Dover Hydraulic

K. Peele-Dixie Water Treatment Plant – 1500 S. State Road 7

One - Main Passenger

L. Performing Arts Garage – 200 SW 5 Avenue

Two - 3,500 lb. capacity

M. Police Department – 1300 West Broward Boulevard

One – Jail Passenger, 4,000 lb. capacity
One - Main Passenger, 2,500 lb. capacity
One – Passenger, 2,500 lb. capacity
One – Letter Lift

N. Public Works Administration Bldg. – 949 NW 38 Street

One - Main Passenger

O. Swimming Hall of Fame Bldg. – 501 Seabreeze Blvd.

Two – Main Passenger, State serial #44640 and #45938

P. Von Mizell Center – 1409 NW 6 Street

One - Main Passenger

Q. Fire Station 47 – 1000 SW 27th Avenue

One – Hydraulic Unit

R. Fire Station 53 – 6000 NW 21st Avenue

One – Hydraulic Unit

S. Fire Station 29 – 2002 NE 16th Street

One – Main Passenger

T. Fire Station 49 – 1015 Seabreeze Boulevard

One – Main Passenger

U. War Memorial Auditorium – 800 NE 8th Street

One – ADA Wheel-chair Lift

2.03 Contractor Responsibilities

A. The scheduling, frequency and performance of the maintenance service procedures specified shall be carried out in accordance with established industry procedures.

B. Each elevator shall be examined and maintained twice per month.

C. Contractor shall furnish a qualified elevator mechanic on the job-site for performance of examinations and preventative maintenance. Said elevator mechanic shall provide preventative maintenance at the job-site for a minimum of one (1) hour per inspection.

D. Contractor's mechanic shall check in at the designated locations when he arrives and when he leaves the building. Copies of mechanic's time tickets, verifying time spent each visit, shall be left with building manager or maintenance supervisor.

E. All items listed below in paragraph 2.04 will be accomplished under the scope of this contract. The preventative maintenance specified is considered the minimum for all equipment. If specific equipment covered by this contract requires additional maintenance for safe and reliable operation, the Contractor shall perform the required maintenance.

2.04 Extent of Coverage

Regularly and systematically examine, clean, lubricate, adjust, and when conditions warrant, repair or replace the following per paragraph 2.03 above.

A. Traction Elevators:

1. Elevator Machines – Geared/Gear less
2. Motor Generators
3. Controllers, Selectors, Dispatcher and Relay Panels
4. Machine Brakes and Brake Pulleys
5. And Parts thereof, including
6. Hoisting Motors
7. Selector Motors, Exciter and Regulator
8. Worms, Gears, Thrusts
9. Bearings
10. Rotating Elements

11. Brake Magnet Coils
12. Brushes, Brush Holders and Commutators
13. Brake Shoes, Linings and Pins
14. Windings and Coils
15. Contacts, Relays and Timers
16. Resistors and Transformers
17. Solid State Devices
18. Emergency Lighting, if furnished and installed by the same manufacturer
19. Fireman's Service Equipment
20. Deflector, Secondary and all other sheaves, shafts, bearings and assemblies
21. Automatic power door operators, landing and car door hangers, landing and car door contacts, door protective devices, hoistway door interlocks, bottom door guides, manual door closers and auxiliary door closing devices.

B. Hydraulic elevators: In addition to all the electrical controlling components, check the following:
   1. Hydraulic oil
   2. Reservoir tank
   3. Pumps
   4. Hydraulic lines
   5. Pressure controllers

C. All Elevators

   1. Keep guide rails properly lubricated, except where roller guides are used.
   2. Replace guide shoe gibs or rollers, when conditions warrant, to provide a quiet operation.
   3. Repair or replace control cables, when conditions warrant.
   4. Periodically drain the gear case, flushing to remove sediment and grit, refill with new gear oil.
   5. Re-lamp all signals.
   6. Furnish lubricants that meet the equipment manufacturer's specifications.
   7. Periodically examine, clean, lubricate, adjust, and when conditions warrant, repair or replace the following safety devices:
      i. Interlocks and door closers
      ii. Car and counterweight buffers
      iii. Over speed governors, governor tension sheaves assemblies and car and counterweight safeties.
      iv. Limit, landing and slowdown switches
      v. Door protective devices and alarm bells.
   8. Conduct a yearly no-load, low speed test of car and counterweight safeties and a test of buffers.
   9. Periodically equalize the tension in all hoistway ropes. Replace all wire ropes and fastenings, when conditions warrant.
   10. Examine, and when conditions warrant, re-groove or replace all sheaves, governor tension sheaves, secondary or deflection sheaves and compensating sheaves.
   11. Periodically examine, lubricate, adjust and when conditions warrant through normal wear and tear, repair or replace the following accessory equipment:
      i. Car and Corridor operating pushbuttons
      ii. Load weighting equipment

iii. All hall lanterns, car position and hall position indicators, lobby control panels, car operating panels, and all other signal and accessory facilities furnished and installed as part of the whole equipment.

12. Periodically clean all elevator machine rooms, secondary areas, elevator hoist ways, and pit areas. The Service Contractor will be responsible for keeping the machine rooms, the exterior of the machinery, and any other parts of the equipment subject to rust, properly painted, identified, and presentable at all times. During the course of each examination, all accumulated water, oil and refuse in the pit areas will be removed.
13. Annually clean the elevator hoist way and related equipment, including rails, inductors, hoist way door hangers and tracks, relating devices, switches, buffers, car tops and water, oil and debris from the pit areas.
14. Steel parts cabinets will be maintained in the machine room areas to provide for the orderly storage of replacement components.
15. Test the car and counterweight safeties, governors, buffers and all other safety devices. The car balance will be checked and the governor set. If required, the governor will be re-calibrated and sealed for proper tripping speed.
16. All tests performed on the elevator equipment described herein will be in accordance with the most recent ANSI/ASME A17 Code requirements. Written reports of all tests are to be made available within thirty (30) days following completion and will be made available for review on request.
17. Check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted, and that the system performs as designed and installed on an annual basis. Biannual testing of the Fireman's Emergency Service operation will be performed to assure proper operation of the system.
18. Contractor will provide to the State or County license authority any and all information necessary in order to maintain the elevator license.

2.05 Complete Maintenance

Contractor shall regularly and systematically examine, clean, lubricate and adjust the vertical transportation equipment. The contractor will provide both scheduled and on-call (emergency) service, and as conditions warrant, repair or replace all portions of the vertical transportation equipment included under this contract with the exception of the items listed in paragraph 2.06 below.

In performing the work, the Contractor shall provide only genuine parts used by the manufacturers of the equipment for replacement or repair, and shall use only those lubricants obtained from and/or recommended by the manufacturer of the equipment. Parts that are no longer available may be replaced with mechanical or electrical equipment of like kind, subject to notification to the City. However, the replacement part will not be considered an upgrade and is to be covered under the terms of this contract as the Contractor's responsibility to replace.

2.06 Exclusions

A. Repairs required because of negligence, accident or misuse of the equipment by anyone other than the contractor, his employees, sub-contractors, servants or agents, or other causes beyond the Contractor's control except ordinary wear.

B. Repair or replace building items, such as hoist way or machine room walls and floors, car enclosures, car finish floor material, hoist way entrance frames, doors and sills, telephone equipment and signal fixture faceplates.

C. Mainline and auxiliary disconnect switches, fuses and feeders to control panels.

D. Above defined as those conductors providing power from a main power distribution panel or sub panel disconnect and feeding a cabinet or electrical enclosure containing the elevator controlling switchgear and equipment.

E. Lamps for car and machine room illumination.

F. Telescopic hydraulic lifting rams

G. Upgraded equipment installed at the request of the City to enhance performance.

2.07 Repair Services

The City will pay for repair work such as adding new items to an existing elevator or other charges as may be necessary based on time and materials, on a pass-thru basis. Rates will be provided by the contractor on the Bid Proposal Pages. The City may also pay for the end of life cycle replacement of major items. The determination as to whether an item is outside of the contract or has exceeded its lifecycle is the sole discretion of the Facilities Manager or his designee. These services include any repairs that are required outside of those covered under the maintenance portion of this bid. Parts will be sold to the City on a Pass-Thru basis. The contractor must sell all parts to the City for the same price they paid with no mark-up. Copies of invoices reflecting the price paid shall accompany the invoices submitted by the contractor.

2.08 Inventory

The Contractor shall own and maintain a sufficient amount of replacement parts by the original manufacturer, or approved equal, to maintain the equipment in a first class and safe operating condition. These parts shall be made available to the City for inspection if so requested. Upon award, the Contractor will submit a list of parts to be included in inventory to the Contract Administrator. This list will be maintained by the City in order to gauge performance and responsiveness.

2.09 Microprocessors and Reprogramming

A. The Contractor shall maintain, in stock, available for immediate usage, an inventory of replacement parts for any microprocessor, or electrical/electronic controller or switching component equipment used in the elevator system.

B. The Contractor shall have full capabilities to reprogram or change the program of the elevator microprocessor.

C. The Contractor's service technicians shall carry diagnostic equipment to analyze programming and microprocessor functions and malfunctions.

D. All diagnostic equipment, microprocessor printed circuit boards, solid-state circuitry parts and reprogramming capabilities shall be of the original manufacturer's parts only.

2.10 Hours of Service

A. The Contractor shall perform all work, except emergency minor adjustment call back service, during regular working hours and the regular working days of the elevator trade.

B. The Contractor shall provide regular time callback service and not over-time call back service on a 24 hour a day, 7 day a week basis at no additional cost to the City. Emergency call-back, at any time of day, should be responded to within two (2) hours.

C. The Contractor must be capable of meeting a response time to the facility site no more than three (3) hours during the standard work week and no more than four (4) hours during off-hour call outs. The City will not pay for service calls when three-hour notice was given and the Contractor arrives after the building was closed.

D. Should the City request examination, cleaning, lubrication, adjustments, repairs or replacements of elevator equipment be performed during other than regular working hours of the elevator trade, the Contractor shall absorb the straight time labor charges, and the City will compensate the Contractor for the overtime bonus hours at the Contractor's normal billing rates.

2.11 Performance Requirements

The Contractor will maintain the following minimum performance standards. In accomplishing these standards, the Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.

A. Speed: +/- 5% under any loading condition

B. Capacity: Safely lower, stop and hold up to 125% of rated load.

C. Leveling: +/- 3/8" under any loading condition.

D. Doors: Closing time, thrust and kinetic energy shall comply with ANSI.

E. Floor-to-Floor Performance Time: Floor to floor performance time (from time door starts closing at one floor to fully opened and level on the next successive typical floor, regardless of loading conditions or direction of travel).

2.12 General Conditions of Service – All Units

A. The City is to provide the Contractor with full and free access to the equipment to render service thereon.

B. Contractor shall maintain at all times the original contract speed in feet per minute. Perform all adjustments required to maintain the proper door opening and closing time, within limits of applicable codes. Check the operating system for each unit or group of units continuously and make necessary tests and corrections to ensure all circuits are correct and time settings are properly adjusted.

C. Contractor shall conduct periodic evaluations of equipment performance, including car speed, door operations, riding quality and car leveling. Following such evaluation, the Contractor shall perform adjustments, repairs and replacements required to maintain manufacturer's operating performance. A copy of evaluations will be left with designated city personnel and reviewed on request.

D. The Contractor shall be required to make all tests specified by governing code and ordinances, but shall not be required to install new devices on the equipment, which may be recommended or directed by insurance companies, federal, state, municipal, or other authorities, to make changes or modifications in design, to make any replacements with parts of a different design, to make any replacements with parts of a different design, or to perform cleaning of cab interior and exposed sills.

2.13 Compliance to Laws

A. In the performance of this contract, the Contractor shall abide by all existing laws, codes, rules and regulations set forth by the appropriate authorities having jurisdiction in the location where the work is to be performed.

B. Contractor shall make periodic tests and maintenance inspections of all elevator equipment as required by current applicable safety codes for elevators, dumbwaiters, escalators and moving walks. Written reports of said tests shall be submitted to designated city personnel and, in the case of running safety test, notification shall be given so that a representative of the City may witness the test.

C. Contractor shall not be required under this Agreement to install new attachment as may be recommended or directed by insurance companies, federal, state, municipal or governmental authorities, subsequent to the date of contract, unless compensated for such installation.

2.14 Contractor's Personnel

A. The Contractor shall provide the City with background information for all personnel assigned to the contract. All requested information and past work experience shall be provided to the City for review and acceptance prior to assignment of personnel. Contractor's employee may be required to submit to a Fort Lauderdale Police Department background check to work at certain facilities.

B. Contractor's employees are to present a professional appearance. They shall be neat, clean, well groomed, courteous, properly uniformed and conduct themselves in a respectable manner while performing their duties on City property.

C. Employees shall wear an appropriate uniform as well as a nametag specifying the name of the employee and the Contractor's company name.

D. The Contractor shall provide the City with a listing of all personnel assigned to the contract. In addition, the Contractor shall provide a listing of names, emergency telephone numbers, cellular phone numbers and a beeper number (if available) of supervisory personnel assigned to the contract. It will be the Contractor's responsibility to keep this list up to date.

E. Any personnel assigned to work on this contract should be reasonably able to converse in the English language in order to understand any issues with a particular elevator.

2.15 Substitution of Personnel

In the event that the Contractor wishes to substitute personnel during the term of the contract, the City must be notified so that a review of qualifications can be made. The City reserves the right to approve or reject any substitute personnel.

2.16 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced immediately at no additional cost to the City.

2.17. Liquidated Damages

Failure of the contractor to perform as described, or not complete all activities as required and as provided herein, shall be just cause for the assessment of damages, as described below, and such damages shall be considered, as liquidated damages.

When an elevator is out of service for a period in excess of forty-eight (48) hours, due to Contractor's neglect, or failure to stock spare parts or electronic/electrical components, or failure to comply with the provisions of this contract, or should the Contractor fail to respond with a qualified service man under the time frame indicated herein, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, it is mutually agreed that the City may withhold from the succeeding month's billing the sum of **$250** as liquidated damages for each failure to timely respond to a request for service for each twenty-four (24) hour period.

When an elevator remains disabled for a period in excess of seventy-two (72) hours, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, it is mutually agreed that the City may withhold from the succeeding month's billing the sum of **$150** as liquidated damages for each subsequent twenty-four (24) hour period of non-service.

These charges are intended to act as an incentive for the Contractor to perform in full compliance with the specifications. Acknowledgment and agreement is given by both parties that the amounts herein above set are not intended to be, nor shall be deemed to be, in the nature of a penalty.

Contractor should submit a proposal which will include a detailed breakdown listing of the maintenance and services to be performed for each location AND ELEVATOR and itemize the charges for that location BY ELEVATOR as an attachment to the bid. However, the contractor must provide this document within ten business days from request from the City. This will be used for informational purposes only.

CITY OF FORT LAUDERDALE
GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 **BIDDER ADDRESS**: The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 **PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.04 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

1.05 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

1.06 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.

1.07 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

1.08 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

1.09 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity

formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than $1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.
WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of $1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package

properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**

3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.

3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

3.10 **LIFE CYCLE COSTING**: If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

3.15 **PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/protestordinance.pdf

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractors insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

5.13 PERMITS, TAXES, LICENSES: The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

5.15 NON-DISCRIMINATION: There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

5.16 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.17 ELIGIBILITY: If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

5.18 PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.19 ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.20 LITIGATION VENUE: The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

> 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
>
> 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

SAMPLE

ATTACHMENT A

AGREEMENT FOR
(TITLE)

THIS AGREEMENT, made this _____ day of _____ 2011, by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and _____, a _____ corporation authorized to transact business in the State of Florida, ("Contractor" or "Company"), whose address and phone number are _____, for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

(1) Request for Proposal (RFP)/Invitation to Bid (ITB) Number, xxx-xxxxx XXXXXXXXXXXXXXXXXX Specifications, including any and all addenda, prepared by the City of Fort Lauderdale, (RFP/ITB) (Exhibit A).

(2) Response to the RFP/ITB for the City of Fort Lauderdale prepared by Contractor dated _____ (Exhibit B).

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

A. First, specific direction from the City Manager (or designee)
B. Second, this Agreement dated _____, 2011, and any attachments.
C. Third, Exhibit A
D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on "DATE" and shall end on "DATE". Performance under this Agreement shall commence no later than _____, 2011. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services

performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - $500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.

This coverage must include, but not limited to:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for Premises/Operations
c. Products/Completed Operations
d. Broad Form Contractual Liability
e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	$250,000 each person, $500,000 each occurrence
Property damage	$100,000 each occurrence

Professional Liability (Errors & Omissions) – "IF REQUIRED IN BID SPECS"

Consultants

Limits: $2,000,000 per occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all

requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any

future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor 's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor 's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of $1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of $1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform.
Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

This Section applies to any contract for goods or services of $1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: _____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST

By: _____
Print Name: _____
Title:

CONTRACTOR

By: _____
Print Name: _____
Title: _____

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____ as (title): _____ for _____(Contractor name), a _____ corporation.

(SEAL) _____
Notary Public, State of _____
(Signature of Notary Public)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ____OR Produced Identification _____
Type of Identification Produced _____

GENERAL QUESTIONAIRE

Complete the following:

Contact Name: _____ Phone: _____

E-Mail Address: _____

1. Number of years experience the bidder has had in providing Elevator Maintenance services:

   _____ Years

2. The elevator located at the Downtown Parking Garage, SE 1st Ave. and SE 1st Street is a GEN-2 Belt driven elevator manufactured by Otis. This elevator requires proprietary equipment to perform services and trained personnel to repair these elevators. To be eligible to bid on this contract, the contractor must currently own the proprietary tools required to maintain this equipment and employ at least one technician who has been trained to repair Otis GEN-2 elevators. Bids received that do not meet these requirements will be found non-responsive.

   A. Does the bidder currently own the Proprietary tools required to maintain a GEN-2 Belt driven Elevator manufactured by Otis?

      ☐ Yes ☐ No

   B. What is the name of the technician your firm currently employs that is trained to maintain a GEN-2 Belt driven elevator manufactured by Otis?

      Technician's Name: _____

3. Does the bidder understand that parts must be sold to the City on a pass-thru basis?

   ☐ Yes ☐ No

   This bid contains prices for overtime work. It would be a very rare occasion that any work would be done after-hours or during a holiday.

The proposer understands that the information contained in this bid is to be relied upon by the City in awarding the contract, and such information is warranted by the bidder to be true. The bidder agrees to furnish such additional information, prior to acceptance of any bid relating to the qualifications of the bidder, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: _____ _____
(Authorized signature) (date)

Name (printed) _____ Title: _____

Company: (Legal Registration) _____

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

Address: _____

City: _____ State: _____ Zip: _____

Telephone No. _____ FAX No. _____ Email: _____

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): _____

Payment Terms (section 1.04): _____ Total Bid Discount (section 1.05): _____

Does your firm qualify for MBE or WBE status (section 1.09): MBE ☐ WBE ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES ☐ NO ☐

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or

reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

revised 11-29-11

Bid #492-10222 - Elevator Maintenance

Creation Date **Feb 23, 2009** End Date **Apr 9, 2009 2:00:00 PM EDT**
Start Date **Mar 10, 2009 8:34:13 AM EDT** Awarded Date **Not Yet Awarded**

492-10222-1-01 City Hall – 100 N. Andrews Avenue

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Schindler Elevator Corp	First Offer - $1,857.00	1 / year	$1,857.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Eastern Elevator Service Inc.	First Offer - $10,800.00	1 / year	$10,800.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Express Elevator Company	First Offer - $12,000.00	1 / year	$12,000.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Ameritech Elevator Company, Inc.	First Offer - $14,400.00	1 / year	$14,400.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Kone, Inc	First Offer - $14,400.00	1 / year	$14,400.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Otis Elevator	First Offer - $14,400.00	1 / year	$14,400.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Mowrey Elevator Company	First Offer - $15,744.00	1 / year	$15,744.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
ThyssenKrupp Elevator	First Offer - $18,192.00	1 / year	$18,192.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** This is for all four elevators. Total yearly price			

492-10222-1-02 Police Department – 1300 West Broward Boulevard

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Schindler Elevator Corp	First Offer - $1,038.00	1 / year	$1,038.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** See Pre-maintenance Price			
Kone, Inc	First Offer - $3,600.00	1 / year	$3,600.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Express Elevator Company	First Offer - $4,500.00	1 / year	$4,500.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Eastern Elevator Service Inc.	First Offer - $4,800.00	1 / year	$4,800.00		Y
Agency Product Code:		**Supplier Product Code:**			

Agency Notes:			**Supplier Notes:**			
Mowrey Elevator Company		First Offer - $7,200.00	1 / year	$7,200.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Ameritech Elevator Company, Inc.		First Offer - $7,200.00	1 / year	$7,200.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Otis Elevator		First Offer - $9,840.00	1 / year	$9,840.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
ThyssenKrupp Elevator		First Offer - $18,192.00	1 / year	$18,192.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:** This is for the 3 elevators and 1 letter lift			

492-10222-1-03 Downtown Parking Garage – SE 1 Avenue and SE 1 Street						
Supplier		**Unit Price**	**Qty/Unit**	**Total Price**	**Attch.**	**Docs**
Schindler Elevator Corp		First Offer - $2,161.00	1 / year	$2,161.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:** Schindler Will not cover AC Units under this bid package.			
Express Elevator Company		First Offer - $7,200.00	1 / year	$7,200.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Eastern Elevator Service Inc.		First Offer - $7,200.00	1 / year	$7,200.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Ameritech Elevator Company, Inc.		First Offer - $9,600.00	1 / year	$9,600.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Mowrey Elevator Company		First Offer - $14,400.00	1 / year	$14,400.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Otis Elevator		First Offer - $15,600.00	1 / year	$15,600.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
ThyssenKrupp Elevator		First Offer - $18,192.00	1 / year	$18,192.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:** This is for all 4 elevators			

492-10222-1-04 Public Works Administration Bldg. – 949 NW 38 Street						
Supplier		**Unit Price**	**Qty/Unit**	**Total Price**	**Attch.**	**Docs**
Schindler Elevator Corp		First Offer - $322.00	1 / year	$322.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Kone, Inc		First Offer - $1,140.00	1 / year	$1,140.00		Y

Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Express Elevator Company		First Offer - $1,500.00	1 / year	$1,500.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Mowrey Elevator Company		First Offer - $1,740.00	1 / year	$1,740.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Eastern Elevator Service Inc.		First Offer - $1,800.00	1 / year	$1,800.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Otis Elevator		First Offer - $2,100.00	1 / year	$2,100.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Ameritech Elevator Company, Inc.		First Offer - $2,400.00	1 / year	$2,400.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
ThyssenKrupp Elevator		First Offer - $4,548.00	1 / year	$4,548.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:** One Elevator			

492-10222-1-05 G. T. Lohmeyer Wastewater Treatment Plant – 1765 SE 18 Street						
Supplier		**Unit Price**	**Qty/Unit**	**Total Price**	**Attch.**	**Docs**
Schindler Elevator Corp		First Offer - $658.00	1 / year	$658.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:** See Pre-maintenance price			
Express Elevator Company		First Offer - $3,000.00	1 / year	$3,000.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Kone, Inc		First Offer - $3,000.00	1 / year	$3,000.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Otis Elevator		First Offer - $5,400.00	1 / year	$5,400.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Eastern Elevator Service Inc.		First Offer - $6,000.00	1 / year	$6,000.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Mowrey Elevator Company		First Offer - $6,240.00	1 / year	$6,240.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Ameritech Elevator Company, Inc.		First Offer - $7,200.00	1 / year	$7,200.00		**Y**
Agency Product Code:			**Supplier Product Code:**			

Agency Notes:			Supplier Notes:			
ThyssenKrupp Elevator		First Offer - $9,096.00	1 / year	$9,096.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:			

492-10222-1-06 Von Mizell Center – 1409 NW 6 Street

Supplier		Unit Price	Qty/Unit	Total Price	Attch.	Docs
Schindler Elevator Corp		First Offer - $325.00	1 / year	$325.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:			
Kone, Inc		First Offer - $900.00	1 / year	$900.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:			
Eastern Elevator Service Inc.		First Offer - $1,200.00	1 / year	$1,200.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:			
Express Elevator Company		First Offer - $1,500.00	1 / year	$1,500.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:			
Otis Elevator		First Offer - $1,500.00	1 / year	$1,500.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:			
Mowrey Elevator Company		First Offer - $1,740.00	1 / year	$1,740.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:			
Ameritech Elevator Company, Inc.		First Offer - $2,400.00	1 / year	$2,400.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:			
ThyssenKrupp Elevator		First Offer - $4,548.00	1 / year	$4,548.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:			

492-10222-1-07 Performing Arts Garage – 200 SW 5 Avenue

Supplier		Unit Price	Qty/Unit	Total Price	Attch.	Docs
Schindler Elevator Corp		First Offer - $642.00	1 / year	$642.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:			
Kone, Inc		First Offer - $2,376.00	1 / year	$2,376.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:			
Eastern Elevator Service Inc.		First Offer - $2,400.00	1 / year	$2,400.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:			
Express Elevator Company		First Offer - $3,000.00	1 / year	$3,000.00		Y

Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**		
Mowrey Elevator Company		First Offer - $3,960.00	1 / year	$3,960.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**		
Otis Elevator		First Offer - $4,320.00	1 / year	$4,320.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**		
Ameritech Elevator Company, Inc.		First Offer - $6,000.00	1 / year	$6,000.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**		
ThyssenKrupp Elevator		First Offer - $9,096.00	1 / year	$9,096.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**		

492-10222-1-08 Fiveash Water Treatment Plant – 4321 NW 9 Avenue

Supplier		Unit Price	Qty/Unit	Total Price	Attch.	Docs
Schindler Elevator Corp		First Offer - $793.00	1 / year	$793.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:** See pre-maintenance repair			
Kone, Inc		First Offer - $2,400.00	1 / year	$2,400.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Express Elevator Company		First Offer - $3,000.00	1 / year	$3,000.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Eastern Elevator Service Inc.		First Offer - $4,800.00	1 / year	$4,800.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Otis Elevator		First Offer - $5,400.00	1 / year	$5,400.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Ameritech Elevator Company, Inc.		First Offer - $6,000.00	1 / year	$6,000.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Mowrey Elevator Company		First Offer - $6,240.00	1 / year	$6,240.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
ThyssenKrupp Elevator		First Offer - $9,096.00	1 / year	$9,096.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			

492-10222-1-09 Peele-Dixie Water Treatment Plant – 1500 S. State Road 7

Supplier		Unit Price	Qty/Unit	Total Price	Attch.	Docs

Schindler Elevator Corp		First Offer - $333.00	1 / year	$333.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Eastern Elevator Service Inc.		First Offer - $1,200.00	1 / year	$1,200.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Kone, Inc		First Offer - $1,200.00	1 / year	$1,200.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Express Elevator Company		First Offer - $1,500.00	1 / year	$1,500.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Otis Elevator		First Offer - $1,500.00	1 / year	$1,500.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Mowrey Elevator Company		First Offer - $1,800.00	1 / year	$1,800.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Ameritech Elevator Company, Inc.		First Offer - $3,000.00	1 / year	$3,000.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
ThyssenKrupp Elevator		First Offer - $4,548.00	1 / year	$4,548.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			

492-10222-1-10 Swimming Hall of Fame Bldg. 501 Seabreeze Blvd.

Supplier		Unit Price	Qty/Unit	Total Price	Attch.	Docs
Schindler Elevator Corp		First Offer - $684.00	1 / year	$684.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Otis Elevator		First Offer - $2,100.00	1 / year	$2,100.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Kone, Inc		First Offer - $2,376.00	1 / year	$2,376.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Eastern Elevator Service Inc.		First Offer - $2,400.00	1 / year	$2,400.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Express Elevator Company		First Offer - $3,000.00	1 / year	$3,000.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Mowrey Elevator Company		First Offer - $3,960.00	1 / year	$3,960.00		Y
Agency Product Code:			**Supplier Product Code:**			

Agency Notes:			**Supplier Notes:**		
Ameritech Elevator Company, Inc.	First Offer - $4,800.00		1 / year	$4,800.00	Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**		
ThyssenKrupp Elevator	First Offer - $9,096.00		1 / year	$9,096.00	Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**		

492-10222-1-11 Downtown Helistop in Downtown Parking Garage – 150 SE 2nd Street

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Schindler Elevator Corp	First Offer - $322.00	1 / year	$322.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Kone, Inc	First Offer - $1,176.00	1 / year	$1,176.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Express Elevator Company	First Offer - $1,200.00	1 / year	$1,200.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Eastern Elevator Service Inc.	First Offer - $1,200.00	1 / year	$1,200.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Otis Elevator	First Offer - $1,200.00	1 / year	$1,200.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Mowrey Elevator Company	First Offer - $2,100.00	1 / year	$2,100.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
ThyssenKrupp Elevator	First Offer - $4,548.00	1 / year	$4,548.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** This unit is not currently operational and will need to be operation upon start of the contract.			
Ameritech Elevator Company, Inc.	First Offer - $10,800.00	1 / year	$10,800.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

492-10222-1-12 Fire Station 47 – 1000 SW 27th Avenue

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Schindler Elevator Corp	First Offer - $333.00	1 / year	$333.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Kone, Inc	First Offer - $900.00	1 / year	$900.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

Eastern Elevator Service Inc.		First Offer - $1,200.00	1 / year	$1,200.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Express Elevator Company		First Offer - $1,500.00	1 / year	$1,500.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Mowrey Elevator Company		First Offer - $1,740.00	1 / year	$1,740.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Ameritech Elevator Company, Inc.		First Offer - $1,800.00	1 / year	$1,800.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Otis Elevator		First Offer - $2,160.00	1 / year	$2,160.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
ThyssenKrupp Elevator		First Offer - $4,548.00	1 / year	$4,548.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			

492-10222-1-13 Fire Station 53 – 6000 NW 21st Avenue

Supplier		Unit Price	Qty/Unit	Total Price	Attch.	Docs
Schindler Elevator Corp		First Offer - $333.00	1 / year	$333.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Kone, Inc		First Offer - $900.00	1 / year	$900.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Eastern Elevator Service Inc.		First Offer - $1,200.00	1 / year	$1,200.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Express Elevator Company		First Offer - $1,500.00	1 / year	$1,500.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Mowrey Elevator Company		First Offer - $1,740.00	1 / year	$1,740.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Ameritech Elevator Company, Inc.		First Offer - $1,800.00	1 / year	$1,800.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Otis Elevator		First Offer - $2,160.00	1 / year	$2,160.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
ThyssenKrupp Elevator		First Offer - $4,548.00	1 / year	$4,548.00		Y
Agency Product Code:			**Supplier Product Code:**			

Agency Notes:	Supplier Notes:

492-10222-1-14 Carter Park Press Box – 1450 W. Sunrise Blvd.

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Schindler Elevator Corp	First Offer - $71.00	1 / year	$71.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Eastern Elevator Service Inc.	First Offer - $600.00	1 / year	$600.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Kone, Inc	First Offer - $900.00	1 / year	$900.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Otis Elevator	First Offer - $900.00	1 / year	$900.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Express Elevator Company	First Offer - $1,200.00	1 / year	$1,200.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Mowrey Elevator Company	First Offer - $1,320.00	1 / year	$1,320.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Ameritech Elevator Company, Inc.	First Offer - $1,800.00	1 / year	$1,800.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
ThyssenKrupp Elevator	First Offer - $4,548.00	1 / year	$4,548.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

492-10222-1-15 Fire Administration – 528 NW 2nd Street

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Schindler Elevator Corp	First Offer - $329.00	1 / year	$329.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Kone, Inc	First Offer - $1,080.00	1 / year	$1,080.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Eastern Elevator Service Inc.	First Offer - $1,200.00	1 / year	$1,200.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Express Elevator Company	First Offer - $1,500.00	1 / year	$1,500.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Mowrey Elevator Company	First Offer - $1,740.00	1 / year	$1,740.00		Y

Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Ameritech Elevator Company, Inc.		First Offer - $1,800.00	1 / year	$1,800.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Otis Elevator		First Offer - $2,100.00	1 / year	$2,100.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
ThyssenKrupp Elevator		First Offer - $4,548.00	1 / year	$4,548.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			

492-10222-1-16 Holiday Park Press Box – 1200 S. Holiday Park Circle

Supplier		**Unit Price**	**Qty/Unit**	**Total Price**	**Attch.**	**Docs**
Schindler Elevator Corp		First Offer - $71.00	1 / year	$71.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Eastern Elevator Service Inc.		First Offer - $600.00	1 / year	$600.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Kone, Inc		First Offer - $900.00	1 / year	$900.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Otis Elevator		First Offer - $900.00	1 / year	$900.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Express Elevator Company		First Offer - $1,200.00	1 / year	$1,200.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Mowrey Elevator Company		First Offer - $1,320.00	1 / year	$1,320.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Ameritech Elevator Company, Inc.		First Offer - $1,800.00	1 / year	$1,800.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
ThyssenKrupp Elevator		First Offer - $4,548.00	1 / year	$4,548.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			

492-10222-1-17 Parking Services Building – 290 NE 3rd Avenue

Supplier		**Unit Price**	**Qty/Unit**	**Total Price**	**Attch.**	**Docs**
Schindler Elevator Corp		First Offer - $329.00	1 / year	$329.00		**Y**
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			

Eastern Elevator Service Inc.		First Offer - $960.00	1 / year	$960.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Kone, Inc		First Offer - $1,176.00	1 / year	$1,176.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Express Elevator Company		First Offer - $1,500.00	1 / year	$1,500.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Mowrey Elevator Company		First Offer - $1,740.00	1 / year	$1,740.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Otis Elevator		First Offer - $2,100.00	1 / year	$2,100.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
Ameritech Elevator Company, Inc.		First Offer - $2,400.00	1 / year	$2,400.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			
ThyssenKrupp Elevator		First Offer - $4,548.00	1 / year	$4,548.00		Y
Agency Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes:**			

Supplier Totals

Schindler Elevator Corp — **$10,601.00** **(17/17 items)**

Bid Contact **Barb Eubank**
Barb.Eubank@us.schindler.com
Ph 419-867-5114

Address **1530 Timberwolf**
holland, OH 43528

Agency Notes:

Supplier Notes:

Eastern Elevator Service Inc. — **$49,560.00** **(17/17 items)**

Bid Contact **Robert Rauch**
EasternESI@aol.com
Ph 954-591-2831

Address **4301 South Flamingo Road**
Suite103-201
Davie, FL 33330

Qualifications **WBE**

Agency Notes:

Supplier Notes:

Express Elevator Company — **$49,800.00** **(17/17 items)**

Bid Contact **Richard Lines**
xpresselevator@aol.com
Ph 954-426-4399

Address **3428 NW 25th Avenue**
Pompano Beach, FL 33069

Agency Notes:

Supplier Notes:

Otis Elevator — **$73,680.00** **(17/17 items)**

Bid Contact **Chris Bosley**
chris.bosley@otis.com
Ph 954-535-1329

Address **5381 Northwest 33rd Ave**
Fort lauderdale, FL 33309

Supplier Code 00003265

Agency Notes:

Supplier Notes:

Mowrey Elevator Company — **$74,724.00** **(17/17 items)**

Bid Contact **Carrie Vance**
carrie@mowreyelevator.com

Address **3300 SW 50 Ave**
Davie, FL 33314

Ph 954-581-8900	
Agency Notes:	**Supplier Notes:**
Ameritech Elevator Company, Inc.	**$85,200.00 (17/17 items)**
Bid Contact **Tim Lynch** **tim.lynch@ameritechelevator.com** **Ph 863-424-5152**	Address **334 Ashford Drive** **Davenport, FL 33837**
Agency Notes:	**Supplier Notes:**
ThyssenKrupp Elevator	**$136,440.00 (17/17 items)**
Bid Contact **David Mittenthal** **david.mittenthal@thyssenkrupp.com** **Ph 954-971-6500**	Address **2801 SW 15th Street** **Pompano Beach, FL 33069**
Agency Notes:	**Supplier Notes:**
Kone, Inc	**$38,424.00 (16/17 items)**
Bid Contact **Wolfgang Mendez** **WOLFGANG.MENDEZ@KONE.COM** **Ph 954-437-4300**	Address **3901 Commerce Parkway** **Miramar, FL 33025**
Agency Notes:	**Supplier Notes:**

**All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.

Question and Answers for Bid #422-10907 - Elevator Maintenance and Repairs

OVERALL BID QUESTIONS

Question 1

Good afternoon. I am writing in regards to the city¿s elevator maintenance bid, specifically the Otis Gen2 elevators at the Downtown Parking Garage. It is my understanding that in addition to the proprietary tool needed by the service company, there is a tool that belongs to the customer which provides fault log information and the ability to perform safety tests. Does The City of Fort Lauderdale own this ¿customer tool¿? If so, will it be available to the successful bidder? **(Submitted: Jan 10, 2012 3:39:21 PM EST)**

Answer

- No, the City does not own any elevator related equipment. At the time of bid submittal, the vendor must own the required equipment and employ the certified technician. **(Answered: Jan 10, 2012 3:43:30 PM EST)**

Question 2

Is there a Bid Bond required for this project? **(Submitted: Jan 11, 2012 10:19:24 AM EST)**

Answer

- No **(Answered: Jan 11, 2012 11:03:13 AM EST)**

Question 3

Request a copy of Bid Tabs on the last time this was out for bid. **(Submitted: Jan 12, 2012 12:00:41 PM EST)**

Answer

- The tabulation has been uploaded as addendum #1 **(Answered: Jan 12, 2012 1:04:33 PM EST)**

Question 4

Due to the proprietary nature of the Gen-2 elevators located at The Downtown Parking Garage, and the fact that the City does not own a diagnostic tool for these elevators. Can these elevators be taken out of the bid package, and bid seperately? By doing this, the City will be not be limiting themselves to only a couple of companies, and be able to accept more competitive bids on all the other elevators. **(Submitted: Jan 23, 2012 9:47:36 AM EST)**

Answer

- No, that elevator will not be removed from the bid. **(Answered: Jan 23, 2012 9:53:44 AM EST)**

Question 5

Is this to be correct for elevators to maintained twice per/month? The Elevator industry requires at least once per/month per/unit.
That means you will require the units to be maintain for 2 hours per/month per/unit?
Please advise? **(Submitted: Jan 31, 2012 1:30:25 PM EST)**

Answer

- As in the current contract elevators are to be maintained twice per month. **(Answered: Jan 31, 2012 3:00:25 PM EST)**

EXHIBIT B

Eastern Elevator Service Inc.

Bid Contact **Robert Rauch**
EasternESI@aol.com
Ph 954-591-2831
Fax 954-680-8263

Address **4301 South Flamingo Road**
Suite106-201
Davie, FL 33330

Qualifications **WBE**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
422-10907--01-01	City Hall	**Supplier Product Code:**	**First Offer - $900.00**	36 / month	**$32,400.00**		**Y**
422-10907--01-02	Police Department	**Supplier Product Code:**	**First Offer - $400.00**	36 / month	**$14,400.00**		**Y**
422-10907--01-03	Downtown Parking Garage	**Supplier Product Code:**	**First Offer - $900.00**	36 / month	**$32,400.00**		**Y**
422-10907--01-04	Public Works Administration Building	**Supplier Product Code:**	**First Offer - $150.00**	36 / month	**$5,400.00**		**Y**
422-10907--01-05	G.T. Lohmeyer Wastewater Treatment Plant	**Supplier Product Code:**	**First Offer - $500.00**	36 / month	**$18,000.00**		**Y**
422-10907--01-06	Von Mizell Center	**Supplier Product Code:**	**First Offer - $100.00**	36 / month	**$3,600.00**		**Y**
422-10907--01-07	Performing Arts Garage	**Supplier Product Code:**	**First Offer - $200.00**	36 / month	**$7,200.00**		**Y**
422-10907--01-08	Fiveash Water Treatment Plant	**Supplier Product Code:**	**First Offer - $400.00**	36 / month	**$14,400.00**		**Y**
422-10907--01-09	Peele-Dixie Water Treatment Plant	**Supplier Product Code:**	**First Offer - $100.00**	36 / month	**$3,600.00**		**Y**
422-10907--01-10	Swimming Hall of Fame Building	**Supplier Product Code:**	**First Offer - $200.00**	36 / month	**$7,200.00**		**Y**
422-10907--01-11	Downtown Helistop in Downtown Parking Garage	**Supplier Product Code:**	**First Offer - $100.00**	36 / month	**$3,600.00**		**Y**
422-10907--01-12	Fire Station 47	**Supplier Product Code:**	**First Offer - $100.00**	36 / month	**$3,600.00**		**Y**
422-10907--01-13	Fire Station 53	**Supplier Product Code:**	**First Offer - $100.00**	36 / month	**$3,600.00**		**Y**

422-10907--01-14	Carter Park Press Box	**Supplier Product Code:**	**First Offer - $50.00**	36 / month	**$1,800.00**	**Y**
422-10907--01-15	Fire Administration aka Fire Station 2	**Supplier Product Code:**	**First Offer - $100.00**	36 / month	**$3,600.00**	**Y**
422-10907--01-16	Holiday Park Press Box	**Supplier Product Code:**	**First Offer - $50.00**	36 / month	**$1,800.00**	**Y**
422-10907--01-17	Parking Services Building	**Supplier Product Code:**	**First Offer - $80.00**	36 / month	**$2,880.00**	**Y**
422-10907--01-18	Fire Station 29	**Supplier Product Code:**	**First Offer - $200.00**	36 / month	**$7,200.00**	**Y**
422-10907--01-19	Fire Station 49	**Supplier Product Code:**	**First Offer - $200.00**	36 / month	**$7,200.00**	**Y**
422-10907--01-20	War Memorial Auditorium Chair Lift	**Supplier Product Code:**	**First Offer - $75.00**	36 / month	**$2,700.00**	**Y**
422-10907--01-21	Labor for Mechanic	**Supplier Product Code:**	**First Offer - $98.00**	100 / hour	**$9,800.00**	**Y**
422-10907--01-22	Labor for Helper	**Supplier Product Code:**	**First Offer - $18.00**	100 / hour	**$1,800.00**	**Y**
422-10907--01-23	Labor for Mechanic - Overtime / Holiday	**Supplier Product Code:**	**First Offer - $98.00**	20 / hour	**$1,960.00**	**Y**
422-10907--01-24	Labor for Helper - Overtime / Holiday	**Supplier Product Code:**	**First Offer - $28.00**	20 / hour	**$560.00**	**Y**
422-10907--01-25	Parts on a Pass-Thru Basis	**Supplier Product Code:**	**First Offer - $25,000.00**	1 / lump sum	**$25,000.00**	**Y**

Supplier Total **$215,700.00**

CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE

422-10907

Elevator Maintenance and Repairs

CITY OF FORT LAUDERDALE

Bob McKenney

954-828-5139

CITY OF FORT LAUDERDALE
GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 **BIDDER ADDRESS**: The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 **PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.04 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

1.05 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

1.06 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.

1.07 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

1.08 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

1.09 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity

formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than $1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.
WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of $1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package

properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**

3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.

3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

3.15 **PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 **BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm**

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/protestordinance.pdf

PART IV BONDS AND INSURANCE

4.01 **PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractors insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

5.13 PERMITS, TAXES, LICENSES: The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

5.15 NON-DISCRIMINATION: There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

5.16 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.17 ELIGIBILITY: If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

5.18 PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.19 ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.20 LITIGATION VENUE: The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

> 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
>
> 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS
-	

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

SAMPLE

ATTACHMENT A

AGREEMENT FOR
(TITLE)

THIS AGREEMENT, made this _____ day of _____ 2011, by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and _____, a _____ corporation authorized to transact business in the State of Florida, ("Contractor" or "Company"), whose address and phone number are _____, for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

(1) Request for Proposal (RFP)/Invitation to Bid (ITB) Number, xxx-xxxxx XXXXXXXXXXXXXXXXXX Specifications, including any and all addenda, prepared by the City of Fort Lauderdale, (RFP/ITB) (Exhibit A).

(2) Response to the RFP/ITB for the City of Fort Lauderdale prepared by Contractor dated _____ (Exhibit B).

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

A. First, specific direction from the City Manager (or designee)
B. Second, this Agreement dated _____, 2011, and any attachments.
C. Third, Exhibit A
D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on "DATE" and shall end on "DATE". Performance under this Agreement shall commence no later than _____, 2011. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services

performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - $500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.

This coverage must include, but not limited to:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for Premises/Operations
c. Products/Completed Operations
d. Broad Form Contractual Liability
e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	$250,000 each person, $500,000 each occurrence
Property damage	$100,000 each occurrence

Professional Liability (Errors & Omissions) – "IF REQUIRED IN BID SPECS"

Consultants

Limits: $2,000,000 per occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all

requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any

future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor 's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor 's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of $1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of $1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform.
Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

This Section applies to any contract for goods or services of $1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: _____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST

By: _____
Print Name: _____
Title:

CONTRACTOR

By: _____
Print Name: _____
Title: _____

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____ as (title): _____ for _____(Contractor name), a _____ corporation.

(SEAL) _____
Notary Public, State of _____
(Signature of Notary Public)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ____OR Produced Identification _____
Type of Identification Produced _____

GENERAL QUESTIONAIRE

Complete the following:

Contact Name: **Robert Rauch**Phone: **954-591-2831**

E-Mail Address: **EasternESI@aol.com**

1. Number of years experience the bidder has had in providing Elevator Maintenance services:

   16Years

2. The elevator located at the Downtown Parking Garage, SE 1st Ave. and SE 1st Street is a GEN-2 Belt driven elevator manufactured by Otis. This elevator requires proprietary equipment to perform services and trained personnel to repair these elevators. To be eligible to bid on this contract, the contractor must currently own the proprietary tools required to maintain this equipment and employ at least one technician who has been trained to repair Otis GEN-2 elevators. Bids received that do not meet these requirements will be found non-responsive.

   A. Does the bidder currently own the Proprietary tools required to maintain a GEN-2 Belt driven Elevator manufactured by Otis?

   ☑ Yes ☐ No

   B. What is the name of the technician your firm currently employs that is trained to maintain a GEN-2 Belt driven elevator manufactured by Otis?

   Technician's Name: **Robert Rauch**

3. Does the bidder understand that parts must be sold to the City on a pass-thru basis?

   ☑ Yes ☐ No

   This bid contains prices for overtime work. It would be a very rare occasion that any work would be done after-hours or during a holiday.

The proposer understands that the information contained in this bid is to be relied upon by the City in awarding the contract, and such information is warranted by the bidder to be true. The bidder agrees to furnish such additional information, prior to acceptance of any bid relating to the qualifications of the bidder, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.
Submitted by: **Robert Rauch** **2/6/12**
(Authorized signature) (date)

Name (printed) **Robert Rauch**Title:**VP**

Company: (Legal Registration) **Eastern Elevator Service Inc.**

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

Address: **4301 South Flamingo Road, Suite 106-201**

City: **Davie**State:**FL** Zip: **33330**

Telephone No. **954-591-2831**FAX No. **954-680-8263**Email: **EasternESI@aol.com**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **7**

Payment Terms (section 1.04): **Net 30**Total Bid Discount (section 1.05): **10%**

Does your firm qualify for MBE or WBE status (section 1.09): MBE ☐ WBE ☑

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued
10222 Tab.pdf	

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES ☐ NO ☑

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.
Variances: **N/A**

revised 11-29-11