



Agreement to Supply: ELEVATOR MAINTENANCE SERVICES

This agreement, made and entered into this the _____ day of _____, 2009, is by and between the CITY OF FORT LAUDERDALE, a Florida municipality, City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301, hereinafter called the "City" and name of Contractor:

Name: Eastern Elevator Service Inc.

Address: 4301 S. Flamingo Rd., Suite 103-201 City: Davie State: FL Zip: 33330

A Corporation [checked] A Partnership [] An Individual [] Other: []

hereinafter called the "Company" or "Contractor." Witnesseth that: Whereas, the City did issue an Invitation to Bid (ITB) for supplying the requirements of the City for the items and/or service listed above, for a period of two years, with three one-year extension options, and the Contractor submitted a bid that was accepted and approved by the City.

Formal authorization of this contract was adopted by the City Commission on: 5/5/09 Pur-5, CAR 09-0515

Now, therefore, for and in consideration of the mutual promises and covenants herein contained, the parties covenant and agree as follows:

1. The Company agrees to provide to the City elevator maintenance services during the period beginning 05/16/09 and ending 05/15/11 in accordance with the following specifications, terms, covenants, and conditions:

a. The Invitation to Bid containing General Conditions, Special Conditions, Specifications, addenda, if any, and other attachments forming a part of ITB Number 492-10222 and the Contractor's proposal in response, form a part of this contract and by reference are made a part hereof.

b. In construing the rights and obligations between the parties, the order of priority in cases of conflict between the documents shall be as follows:

- 1) This contract Form G-110, Rev. 12/00
2) The City's ITB and all addenda thereto
3) Contractor's proposal in response to the City's ITB

c. Warranty: The Company by executing this contract embodying the terms herein warrants that the product and/or service that is supplied to the City shall remain fully in accord with the specifications and be of the highest quality. In the event any product and/or service as supplied to the City is found to be defective or does not conform to specifications the City reserves the right to cancel that order upon written notice to the Contractor and to adjust billing accordingly.

d. Cancellation: The City may cancel this contract upon notice in writing should the Contractor fail to reasonably perform the service of furnishing the products and/or services as specified herein upon 30 days written notice. This applies to all items of goods or services.

e. Taxes Exempt: State Sales (85-8013875578C-1) and Federal Excise (59-600319) Taxes are normally exempt, however, certain transactions are taxable. Consult your tax practitioner for guidance where necessary.

f. Invoicing: Contractor will forward all invoices in duplicate for payment to the following: Finance Department, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. If discount, other than prompt payment terms applies, such discount MUST appear on the invoice.

2. **Contract Special Conditions:** The following special conditions are made a part of and modify the standard provisions contained in this contract Form G-110.

3. **Contract Summary:**

a. Attachments:

Eastern Elevator Service Inc.'s response to the ITB and a copy of the ITB document.

b. Payment Terms: Per ITB

c. Delivery: Per ITB

d. Insurance: Yes No

e. Performance Bond/Letter of Credit: Yes No

f. Procurement Specialist's Initials: RM

4. **Contractor's Phone Numbers:** Office: 954-591-2831 Fax: 954-382-2133

5. **Contractor Contact:** Rob Rauch

6. **Contractor's E-Mail Address:** easternESI@aol.com

City of Fort Lauderdale

By: [Signature]
Director of Procurement Services (City Manager's Designee)

Date: _____

Approved as to form:

[Signature]
Senior Assistant City Attorney

Contractor/Vendor

**EASTERN
ELEVATOR SERV. INC.**

Name of Company Officer (please type or print)

By: [Signature]
Authorized Officer's Signature

Title: VP

Date: 5/19/09

Attest: [Signature]
Signature of Secretary

JACQUELINE RAUCH
Secretary (please type or print)

2019年12月31日

EAST

**CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE**

**ORIGINAL
BID**

**CONTRACT
COPY**

492-10222

Elevator Maintenance



CITY OF FORT LAUDERDALE

Bob McKenney

954-828-5139

Bid 492-10222 Elevator Maintenance

Bid Number 492-10222
Bid Title Elevator Maintenance

Bid Start Date Mar 10, 2009 8:34:13 AM EDT
Bid End Date Apr 9, 2009 2:00:00 PM EDT

Bid Contact Bob McKenney
 Procurement Specialist II
 Procurement
 954-828-5139
 RMcKenney@fortlauderdale.gov

Contract Duration 2 years
Contract Renewal 3 annual renewals
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 Elevator Maintenance and Repair Services to the Public Works Department in full accordance with the specifications, terms, and conditions contained in this Invitation to Bid (ITB). The Contractor shall be a full service company normally engaged in the repair and maintenance of all types of elevators. Further the Contractor shall be able to perform all aspects of elevator repair, maintenance or replacement of elevator equipment.

For information concerning procedures for responding to this ITB, contact Procurement Specialist II Bob McKenney at 954.828.5139 or rmckenney@fortlauderdale.gov. It is preferred that any questions that bidders wish to have addressed and which might require an addendum be submitted through the Question and Answer format through the BidSync website at least 7 days prior to bid due and open date. 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.

Item Response Form

Item 492-10222-1-01 - City Hall - 100 N. Andrews Avenue
Quantity 1 year
Unit Price \$10,800-
Delivery Location City of Fort Lauderdale
 No Location Specified

 Qty 1

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

Pricing for one year of a two year contract.

Item **492-10222-1-02 - Police Department - 1300 West Broward Boulevard**
 Quantity **1 year**
 Unit Price \$4,800 -
 Delivery Location **City of Fort Lauderdale**
No Location Specified

Qty 1

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

Pricing for one year of a two year contract.

Item **492-10222-1-03 - Downtown Parking Garage - SE 1 Avenue and SE 1 Street**
 Quantity **1 year**
 Unit Price \$7,000 -
 Delivery Location **City of Fort Lauderdale**
No Location Specified

Qty 1

Description

Downtown Parking Garage - SE 1 Avenue and SE 1 Street.

Four - Passenger

Pricing for one year of a two year contract.

Item **492-10222-1-04 - Public Works Administration Bldg. - 949 NW 38 Street**
 Quantity **1 year**
 Unit Price \$1,800 -
 Delivery Location **City of Fort Lauderdale**
No Location Specified

Qty 1

Description

Public Works Administration Bldg. – 949 NW 38 Street, Oakland Park, FL.

One - Main Passenger

Pricing for one year of a two year contract.

Item **492-10222-1-05 - G. T. Lohmeyer Wastewater Treatment Plant – 1765 SE 18 Street**

Quantity **1 year**

Unit Price \$ 6,000 -

Delivery Location **City of Fort Lauderdale**
No Location Specified

Qty 1

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.)

Pricing for one year of a two year contract.

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

Quantity **1 year**

Unit Price \$ 1,200 -

Delivery Location **City of Fort Lauderdale**
No Location Specified

Qty 1

Description

Von Mizell Center – 1409 NW 6 Street

One - Main Passenger

Pricing for one year of a two year contract.

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

Quantity **1 year**

Unit Price \$ 2,400 -

Delivery Location **City of Fort Lauderdale**

No Location Specified

Qty 1

Description

Performing Arts Garage – 200 SW 5 Avenue

Two - 3,500 lb. capacity

Pricing for one year of a two year contract.

Item **492-10222-1-08 - Fiveash Water Treatment Plant – 4321 NW 9 Avenue**Quantity **1 year**Unit Price \$4,800 -Delivery Location **City of Fort Lauderdale**No Location Specified

Qty 1

Description

Fiveash Water Treatment Plant – 4321 NW 9 Avenue

One - Main Passenger

One - Freight

Pricing for one year of a two year contract.

Item **492-10222-1-09 - Peele-Dixie Water Treatment Plant – 1500 S. State Road 7**Quantity **1 year**Unit Price \$1,200 -Delivery Location **City of Fort Lauderdale**No Location Specified

Qty 1

Description

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

One - Main Passenger

Pricing for one year of a two year contract.

Item **492-10222-1-10 - Swimming Hall of Fame Bldg. 501 Seabreeze Blvd.**Quantity **1 year**Unit Price \$2,400 -Delivery Location **City of Fort Lauderdale**No Location Specified

Qty 1

Description

Swimming Hall of Fame Bldg. 501 Seabreeze Blvd.

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

Pricing for one year of a two year contract.

Item **492-10222-1-11 - Downtown Helistop in Downtown Parking Garage - 150 SE 2nd Street**
 Quantity **1 year**
 Unit Price \$1,200 -
 Delivery Location **City of Fort Lauderdale**
No Location Specified
Qty 1

Description

Downtown Helistop in Downtown Parking Garage - 150 SE 2nd Street

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

Pricing for one year of a two year contract.

Item **492-10222-1-12 - Fire Station 47 - 1000 SW 27th Avenue**
 Quantity **1 year**
 Unit Price \$1,200 -
 Delivery Location **City of Fort Lauderdale**
No Location Specified
Qty 1

Description

Fire Station 47 - 1000 SW 27th Avenue

One - Hydraulic Unit

Pricing for one year of a two year contract.

Item **492-10222-1-13 - Fire Station 53 - 6000 NW 21st Avenue**
 Quantity **1 year**
 Unit Price \$1,200 -
 Delivery Location **City of Fort Lauderdale**
No Location Specified
Qty 1

Description

Fire Station 53 – 6000 NW 21st Avenue

One - Hydraulic Unit

Pricing for one year of a two year contract.

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

Quantity **1 year**

Unit Price \$ 600 -

Delivery Location **City of Fort Lauderdale**
No Location Specified

Qty 1

Description

Carter Park Press Box – 1450 W. Sunrise Blvd.

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

Pricing for one year of a two year contract.

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

Quantity **1 year**

Unit Price \$ 1,200 -

Delivery Location **City of Fort Lauderdale**
No Location Specified

Qty 1

Description

Fire Administration – 528 NW 2nd Street

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

Pricing for one year of a two year contract.

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

Quantity **1 year**

Unit Price \$ 600 -

Delivery Location **City of Fort Lauderdale**
No Location Specified

Qty 1

Description

Holiday Park Press Box – 1200 S. Holiday Park Circle

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

Pricing for one year of a two year contract.

Item	492-10222-1-17 - Parking Services Building - 290 NE 3rd Avenue
Quantity	1 year
Unit Price	\$ 960 -
Delivery Location	City of Fort Lauderdale <u>No Location Specified</u>

Qty 1

Description

Parking Services Building - 290 NE 3rd Avenue

One - 2 Stop - Dover Hydraulic

Pricing for one year of a two year contract.

**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 Department. 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 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.
- 1.04 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.
- 1.05 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.
- 1.06 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.
- 1.07 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.
- 1.08 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.

1.09 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.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its 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

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.

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit 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. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit 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 Department 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 Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED** 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.

property. Exemption number for Federal Excise taxes is 59-74-0111K, 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 Department immediately. Such notification must be received by the Procurement Services Department 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, postal money order, cashier's check, or irrevocable letter of credit. 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 or irrevocable letter of credit, 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:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. 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 agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 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

- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder will, 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 form of all records and reports shall be subject to the approval of the City's Internal Auditor. 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 for the duration of the contract and retain them for a minimum period of three (3) years beyond the last day of the contract term.
- 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.

INVITATION TO BID # 492-10222
Elevator Maintenance

PART I - INFORMATION/SPECIAL CONDITIONS

1.01 PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking Bids from qualified firms, hereinafter referred to as the Contractor, to provide elevator maintenance and repair services for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

1.02 INFORMATION OR CLARIFICATION

For information concerning the technical specifications or scope of services, contact Procurement Specialist II, Bob McKenney at 954.828.5139. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

For information concerning procedures for responding to this ITB, technical specifications, etc., utilize the question / answer feature provided by BidSync. Such contact shall be for clarification purposes only. 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). 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 himself with the nature and extent of the work, and the equipment, materials, and labor required.

1.03 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 vendor. Refer to www.bidsync.com for further information.

1.04 ELIGIBILITY

To be eligible to respond to this ITB, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this ITB for at least five (5) years with customers similar in size to the City of Fort Lauderdale.

1.05 CONTRACT PERIOD

The initial contract term shall commence May 16, 2009 or upon date of award by the City, whichever is later and shall expire two years from that date. The City reserves the right to extend the contract for three (3) additional one (1) year terms 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 Director of Procurement Services. 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.

1.06 AWARD

The City reserves the right to award to that bidder who will best serve the interests of the City. The City also 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 proposal.

1.07 WARRANTIES OF USAGE

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

1.08 PRICING

Bidder will quote a firm, fixed cost for each location listed in the scope of services below and on the bid pricing pages. Pricing shall include all costs associated with the project including, labor, parts, equipment, management, etc. There will be no travel time, mobilization, or fuel surcharges, etc., added to any monthly invoice.

Additionally, the bidder will quote a firm fixed cost for labor and supplies for the repair or installation of non-contract items as discussed in paragraph 2.07 below.

1.09 COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term (two years). 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.

1.10 ADDITIONAL ITEMS/DUTIES

The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in his Bid. 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 from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

1.11 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 contract, 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.

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.

1.12 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 himself with the nature and extent of the work, and the equipment, materials, and labor required.

Contractors must 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 or Phil Skidmore (954) 828-7867**
PEELE DIXIE WATER PLANT - **Cesar Alza (954) 828-7505**
PUBLIC WORKS ADMIN BUILDING - **Robert Nielsen (954) 828-7891 or Linda Gee (954) 828-7896**

FIRE STATION #2 - **Eric Pologruto (954) 828-6813**
FIRE STATION #47 - **Eric Pologruto (954) 828-6813**
FIRE STATION #53 - **Eric Pologruto (954) 828-6813**

POLICE DEPARTMENT - **Joe Molnar (954) 828-6919 or Alan Ragoonanan (954) 828-5474**

DOWNTOWN HELISTOP - **Rufus James (954) 828-4955 or 4968**

SWIMMING HALL OF FAME - **Jeff Stafford, (954) 828-4579 or Brenda Venderely - (954) 462-6536**

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**

1.13 INSURANCE

The Contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. 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. Any costs for adding the City as "additional insured" will be at the contractor's expense.

Worker's Compensation and Employer's Liability Insurance

Limits: Worker's Compensation – Per Florida Statute 440
Employer's Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Worker's 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, Worker's 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:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for hazards commonly referred to as "explosion, collapse and underground", exclusions – on construction contracts only.

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 Department
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

1.14 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.

1.15 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.

1.16 PUBLIC ENTITY CRIMES

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.

1.17 LOBBYING ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 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>.

1.18 BID TABULATIONS/INTENT TO AWARD

Award will be made to the responsible bidder quoting the lowest total cost to the City. The City reserves the right to compare specific items, at its discretion, to determine the low responsible bidder. Tie bids will be decided by established City policy. It is anticipated that an award will be made within 30 days of bid opening. The bid tabulation will be available at bidsync.com and at www.fortlauderdale.gov/purchasing/index.htm.

1.19 PERMITS/FEES

The City of Fort Lauderdale will reimburse the Contractor for all permits and fees required by the City of Fort Lauderdale on a pass-through basis of the actual cost with no additional markup.

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

A. Carter Park Press Box – 1450 W. Sunrise Blvd.

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

B. 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

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

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

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

Four - Passenger

E. Fire Administration – 528 NW 2nd Street

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

F. Fiveash Water Treatment Plant – 4321 NW 9 Avenue

One - Main Passenger
One - Freight

G. 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.)

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

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

I. Parking Services Building – 290 NE 3rd Avenue

One – 2 Stop – Dover Hydraulic

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

One - Main Passenger

K. Performing Arts Garage – 200 SW 5 Avenue

Two - 3,500 lb. capacity

L. 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

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

- One - Main Passenger

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

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

O. Von Mizell Center – 1409 NW 6 Street

- One - Main Passenger

P. Fire Station 47 – 1000 SW 27th Avenue

- One – Hydraulic Unit

Q. Fire Station 53 – 6000 NW 21st Avenue

- One – Hydraulic Unit

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. Relamp 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 sheave 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 Non-Contract Services

The City will pay for non-contract work such as adding new items to an existing elevator or other charges as may be necessary based on time and materials rates provided by the bidder 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.

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. 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 call-back 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 tow (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 standard, 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 and beeper number 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.

BIDDER PROPOSAL PAGE

Bid #492-10222

**EASTERN
ELEVATOR SERV. INC.**

BIDDER NAME _____

Provide a two (2) year complete maintenance and repair service contract for the described elevators.

By filling in the following information, the bidder agrees to supply the products or services at the price(s) bid in accordance with the terms, conditions and specifications contained in this Invitation to Bid.

Item	Description	Annual Cost for 2 Year Contract
1.	City Hall	\$ 10,800 - /Per Year
2.	Police Department	\$ 4,800 - /Per Year
3.	Downtown Parking Garage	\$ 7,200 - /Per Year
4.	Public Works Administration Building	\$ 1,800 - /Per Year
5.	G.T. Lohmeyer Wastewater Treatment Plant	\$ 6,000 - /Per Year
6.	Von Mizell Center	\$ 1,200 - /Per Year
7.	Performing Arts Garage	\$ 2,400 - /Per Year
8.	Fiveash Water Treatment Plant	\$ 4,800 - /Per Year
9.	Peele-Dixie Water Treatment Plant	\$ 1,200 - /Per Year
10.	Swimming Hall of Fame Bldg.	\$ 2,400 - /Per Year
11.	Downtown Helistop in Downtown Parking Garage	\$ 1,200 - /Per Year
12.	Fire Station 47	\$ 1,200 - /Per Year
13.	Fire Station 53	\$ 1,200 - /Per Year
14.	Carter Park Press Box	\$ 600 - /Per Year
15.	Fire Administration	\$ 1,200 - /Per Year
16.	Holiday Park Press Box	\$ 600 - /Per Year
17.	Parking Services Building	\$ 960 - /Per Year
18.	Grand Total for one year of a two-year contract.	\$ 49,560 - /Per Year

Contractor should submit a proposal which will include a detailed breakdown listing 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. This will be used for informational purposes only.

Specify service response time: 1.5 Hours (see Section 2.10)

GENERAL QUESTIONNAIRE

BIDDER NAME: EASTERN ELEVATOR SERV. INC.

Complete the following:

Contact Name: ROB RAUCH Phone: 954-591-2831

Delivery/begin work in calendar days after receipt of Purchase Order: (Section 1.02 of General Conditions.):

7 Days

Payment terms (Section 1.03 of General Conditions: (net 30 if left blank)) 30

Total Bid Discount (Section 1.04 of General Conditions): 10%

Prices firm for acceptance for 90 days? (Section 1.05 of General Conditions.):

Yes No Other

State or reference any variances (section 1.06 of General Conditions):

N/A

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

12 Years

2. Provide five (5) references for whom you have provided similar services:

Company Name: FEALTY MANAGEMENT CO.
 Address: 6001 NW 153RD ST. SUITE 110, MIAMI LAKES, FL 33014
 Contact Name: YVONNE Telephone Number: 305-827-8373

Company Name: BEST WESTERN
 Address: 3001 N. FEDERAL HWY., FORT LAUDERDALE, FL 33306
 Contact Name: WALTER Telephone Number: 954-565-4601

Company Name: NIVCAB, INC.
 Address: 3101 N. FEDERAL HWY., FORT LAUDERDALE, FL 33306
 Contact Name: TINA Telephone Number: 954-563-4066

Company Name: COURT HOUSE PLAZA
 Address: 28 WEST FLAGLER ST. MIAMI, FL 33130
 Contact Name: JENNY BENSIMON Telephone Number: 305-728-1940

Company Name: POLYNESIAN GARDENS CONDO.'S
 Address: 400 NW 68th AVE. PLANTATION, FL 33317
 Contact Name: MONIQUE Telephone Number: 954-791-0505

3. Have you ever failed to complete work awarded to you? If so, where and why?

NO

4. Will you subcontract any part of this work? If so, list the portions or specialties of the work that you will and identify the Contractor:

NO

5. Indicate the name and address of the service center from which you propose to furnish service to the City of Fort Lauderdale:

EASTERN ELEVATOR SERVICE INC.
4301 SO. FLAMINGO ROAD
SUITE 103-201, DAVIE, FL 33330

6. Please specify your service response time from this facility: 7.5 Hours

7. Indicate the name of the qualifying agent for the firm and his position: ROBERT RAUCH Is this required?

Certificate of Competency Number for Qualifying Agent

CC 2201

Effective Date: 9/06

Expiration Date: 12/09

Licensed In: FL

License Number: ELC466

Expiration Date: 12/09

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.

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____
N/A	_____

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.

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 Department, 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.

Submitted by Bob Rauch (signature) 4/8/09 (date)
Name (printed) Bob 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/doc/>).

Address: 4301 SO. FLAMINGO RD. SUITE 103-201
City: DAVIE State: FL
Zip: 33330

Telephone No. 954-591-2831 FAX No. 954-382-2133

E-MAIL: EASTERN ESI @ AOL.COM

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

Payment Terms (section 1.03): 30 Total Bid Discount (section 1.04): 10

Does your firm qualify for MBE or WBE status (section 1.08): MBE cbb WBE cbb

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

Addendum No.	N/A	Date Issued

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.**

Variances:

N/A

revised 11-12-08

Question and Answers for Bid #492-10222 - Elevator Maintenance

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.