



CITY OF DELRAY BEACH

100 NW 1st AVENUE, DELRAY BEACH, FL 33444

RFP No. 2014-35

ELEVATOR MAINTENANCE SERVICE TERM CONTRACT

MAYOR	- CARY D. GLICKSTEIN
VICE MAYOR	- SHELLY PETROLIA
DEPUTY VICE MAYOR	- JORDANA JARJURA
COMMISSIONER	- AL JACQUET
COMMISSIONER	- ADAM FRANKEL
INTERIM CITY MANAGER	- TERRANCE (TERRY) STEWART

Purchasing Division ♦ Finance Department ♦ (561) 243-7161/7163 ♦ Fax (561) 243-7166

CITY OF DELRAY BEACH



PURCHASING OFFICE
N.W. 1st AVENUE
DELRAY BEACH, FL 33444

TEL: (561) 243-7161/7163
FAX: (561) 243-7166
www.mydelraybeach.com

INVITATION TO BID BID No. 2014-35

ELEVATOR MAINTENANCE SERVICES TERM CONTRACT

June 30, 2014

This Invitation to Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda and/or any pertinent document form a part of this bid and by reference are made a part thereof.

PURPOSE: The sole purpose and intent of this Invitation for Bid is to secure firm pricing for a full service contract including inspections, preventative and corrective maintenance, and repair of elevators, and associated equipment located within the City of Delray Beach, Florida.

A **mandatory pre-bid conference** will be held on **Tuesday, July 8th, 2014 @ 10:00 A.M.** The meeting will be held in the Environmental Services Administration Building, **434 S. Swinton Avenue, Delray Beach 33444**. Questions regarding this solicitation must be received in writing via fax 561-243-7166 or email to nadal@mydelraybeach.com. Inspection of each location will follow a brief meeting.

SCOPE OF WORK: The City of Delray Beach, FL. (City) hereby invites qualified firms or individuals (bidders) to submit bids to provide professional service inclusive of all certified manpower, supplies, equipment, tools, parts, materials, lubricants, labor supervision, licenses, permits, travel and any/all incidental expenses incurred in the performance of this contract necessary to provide full preventative maintenance, adjustments, replacement and repair service for the elevators specified herein.

DUE DATE: 10:30 A.M. on TUESDAY, July 22, 2014 at which time all bids will be publicly opened and read.

SEALED BIDS: Sealed bids will be received in the Purchasing Office until the date and time as indicated above. Bids will be publicly opened and read aloud, immediately after the established closing time and date, at City Hall in the first floor Conference Room. Bidders and the general public are invited and encouraged to attend.

Outside of envelope shall plainly identify bid by: **BID NUMBER, TITLE, AND DATE OF BID OPENING.** It is the sole responsibility of the bidder to utilized the form provided in the bid package and to ensure that his/her bid reaches the Purchasing Office on/or before the closing date and hour as shown above.

RETURN ONE UNBOUND (1) ORIGINAL, TWO (2) COPIES OF ALL BID SHEETS and one (1) electronic copy CD or thumb drive. Any failure on the part of the supplier to comply with the ensuing conditions and specifications shall be reason for termination of contract.

All bids shall be submitted in sealed envelopes, mailed or delivered to the City of Delray Beach, Purchasing Office, 100 N.W. 1ST Avenue, Delray Beach, Florida 33444. Bids time-stamped at 10:01 A.M. or later, will not be considered for award and will be returned to the Bidder.

DOCUMENTS AND ANY ADDENDA are available on-line at the Demandstar website, www.demandstar.com. Demandstar offers a free single agency subscription which includes free document downloads by registering at www.demandstar.com/register.rsp.

If you need assistance with registration, or you are a first-time registrant and need immediate download of a document, please call **(800) 711-1712**.

Bid Documents obtained from any source other than Demandstar or the City of Delray Beach Purchasing office may not be accurate or complete, and each Bidder assumes all risks by its reliance on such documents.

A Bidder who has not obtained bid documents from DemandStar or the Purchasing office will not be notified of any addenda issued by the City, which could contain material changes thereto (such as additions or changes to the technical specifications, extensions of time, etc.).

INQUIRIES: Questions regarding this solicitation must be directed to Purchasing, at **(561) 243-7161 or 7163**, by fax to (561) 243 7166 or by email to **nadal@mydelraybeach.com**. To ensure a timely response, inquiries should be made **by Wednesday, July 16th, 2014** no later than 2:00 P.M. Information in response to inquiries will be published as an Addendum.

CITY'S ACCEPTANCE: Unless otherwise specified herein, the bidder will allow a minimum of sixty (60) days from the last date for receiving of bids for acceptance of its bid by the City Commission.

AWARD: The City reserves the right to waive minor variations to specifications, informalities, irregularities and technicalities in any bids, to reject any and all bids in whole or in part, with or without cause, and/or to accept bids that in its judgment will be for the best interest of the City, as further stated in Paragraph 20 of General Conditions.

(Remainder of page intentionally left blank)

CITY OF DELRAY BEACH



BID Submittal Package Label

(Attach to outside of package - must use)

BID No. 2014-35

ELEVATOR PREVENTIVE MAINTENANCE SERVICES –TERM CONTRACT

Title:

Vendor Name: _____

Addenda Enclosed _____ **thru** _____

Submission Details

Submission Deadline:

Tuesday, July 08, 2014

Time:

10:30 A. M. Eastern

Submissions Accepted Via: Mail or In Person

Details:

CITY OF DELRAY BEACH

PURCHASING, Attn: Purchasing Department

100 NW 1ST AVENUE

CITY OF DELRAY BEACH, FL 33444

Comments:

A fax or electronic will not be accepted as a sealed bid.

Time Stamped In: _____

(by City) Initial: _____

CITY OF DELRAY BEACH



Bid No. 2014-35
ELEVATOR MAINTENANCE SERVICES
TERM CONTRACT

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GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

1. COMPETENCY OF BIDDERS:

Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in the Bid Invitation and who can produce evidence that they have established satisfactory record of performance for a reasonable period of time; have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The term "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City of Delray Beach.

2. **LICENSE:** The successful bidder must possess or obtain appropriate license to conduct business in the City of Delray Beach if the nature of the transaction requires such license. Please contact Donna Porter, Business Tax Specialist @ (561) 243-7209 for more information.

3. SUBMISSION AND RECEIPT OF BIDS:

- A. Bids, to receive consideration, must be received prior to the specified time of opening as designated in the invitation.
- B. Unless otherwise specified, bidders MUST complete all questions and price blanks in the spaces provided in this Invitation to Bid. Failure to do so may cause your bid to be rejected. However, you may attach supplemental information.
- C. Bids having any erasures or corrections MUST be initialed by bidder in ink. Bids shall be signed in ink. All prices shall be typewritten or filled in with pen and ink.
- D. All bids MUST be signed with the firm name and by an officer or employee having the authority to bind the company or firm by his/her signature.
- E. Please read the bid package in its entirety, including the language in the sample agreement. This language will not be change or modified.
- F. Changes to this invitation for bid may be made only by written addendum issued by the City of Delray Beach Purchasing Department.

4. VENDOR SERVICE REPRESENTATIVE:

The Bidder shall submit with his bid proposal the name, address, and phone number of the person(s) to be contacted for information and for the coordination of service.

5. **JOINT BIDDING, CO-OPERATIVE PURCHASING AGREEMENTS:** State on Bid Form if you will extend the same price, terms, and conditions of this bid to other Palm Beach, Martin and Broward County Governmental agencies.

6. **QUANTITIES OR USAGE:** Whenever a bid is solicited seeking a source for a specified time for materials or services in the quantities or usage shown, these quantities is estimated only. No guarantee or warranty is given or implied by the City of Delray Beach as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders' information only and will be used for tabulation and presentation of bid.

7. **PRICES AND PRODUCT CONSIDERATION:**

- A. Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from the date of opening unless otherwise stated by the City or bidder.
- B. Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit price(s) quoted will govern. The City requires a firm fixed price on the unit price as stated in bid
- C. Consideration in awarding bids for term contracts will be given first to bidder offering firm prices subject to market price reduction and second to bidder offering firm prices for full contract period. If at any time during the period of this contract, the City of Delray Beach is able to purchase the items and/or services at prices less than our contract price, the successful bidder shall meet these prices and in the event of his failure to do so, the City of Delray Beach may negotiate for a new contract on the open market.
- D. The City reserves the right to purchase items/services on state contract if such items can be obtained on the same terms, conditions, specifications and in the best interest of the City.
- E. Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.
- F. Economic Price Adjustment
 - a) There may be a change in the Successful Bidder's price due to fluctuations in the cost of doing business. In the event of a decrease, the City shall receive the benefit of this change. In the event of an increase, the Successful Bidder must provide Purchasing with a written request and suitable justification at least thirty (30) calendar days before the price increase would become effective. The City determines if the price increase is justified. Only recognized economic indices will be used to consider any increase in contract pricing. **Only one (1) escalation request will be considered from the Successful Bidder on an annual basis at the time of renewal.**

8. **DELIVERY:**

- A. All items shall be delivered F.O.B. destination, and delivery costs and charges included in the bid price. Failure to do so may be cause for rejection of bid.
- C. Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made at the time(s) specified by the City department after receipt of purchase order.

9. **PAYMENT:**

Payment in full will be made AFTER all units have been delivered, inspected, and accepted by the City.

10. **INSPECTIONS:**

An authorized representative of the City shall have the right to inspect units upon delivery for condition and completeness of order. After inspection, Bidder will correct any unit unacceptable, including freight charges for returning units, at no expense to the City.

11. **BRAND NAMES:** If and whenever in the specifications a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only.

Since the City does not wish to rule out other competition and equal brands or make, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to name such product within his bid and to prove to the City that such product is equal to that specified.

12. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship.
13. **SAMPLES:** Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at bidder's expense.
14. **ACCEPTANCE:** The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the seller's expense.
15. **DEFAULT PROVISION:** In case of default by the bidder or contractor, the City of Delray Beach may procure the article or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.
16. **COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered as a result of this bid, and seller agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.
17. **MANUFACTURER'S CERTIFICATION:** The City of Delray Beach reserves the right to request from bidders separate manufacturer certification of all Statements made in the proposal.
18. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Manager and/or City Commission of the City of Delray Beach and in case of default on the part of the bidder or contractor after such acceptance, the City of Delray Beach may take such action as it deems appropriate including legal action for damages or specific performance.
19. **SPECIFICATIONS:**
 - A. For purposes of evaluation, bidder must indicate any variances from our specifications and/or conditions, NO MATTER HOW SLIGHT. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with our specifications.
 - B. Any omissions of detail specifications stated herein that would render the material/service from use as specified will not relieve the bidder from responsibility.
20. **AWARD OF CONTRACT:** The City of Delray Beach reserves the right to accept any Bid or combination of Bid alternates which, in the City's judgment will best serve the City's interest, reject any and all Bids, to waive any and all informalities and/or irregularities, and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. The City reserves the right to reject any or all Bids, or any part of any Bid, to waive any informality in any Bid, and to award the purchase in the best interest of the City. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit price.

Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
21. **TAXES:** The City of Delray Beach is exempt from any sales tax imposed by the State and/or Federal Government. Exemption certificates certified upon request. State Sales Tax Exemption Certificate No. 85-8012621559C-4 appears on each purchase order.
22. **FAILURE TO BID:** If you do not bid, return "Statement of No Bid Form" and state reason. Otherwise, **YOUR NAME "MAY" BE REMOVED FROM OUR MAILING LIST.**

23. **EXCEPTIONS TO CONDITIONS, 1 THRU 24 (Boiler Plate):** Any time Bid Specifications differ from the General Conditions, Bid Specifications and Special Provisions will prevail.
24. **ANTI-COLLUSION:**
- A. Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.
 - B. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).
25. **CONFLICT OF INTEREST:**
- A. Bidder declares and certifies that no officer, employee or person whose salary is payable in whole or part from the City of Delray Beach is directly or indirectly interested in this bid or in the supplies, materials, equipment or services to which it relates or in any portion of the profits thereof; or
 - B. The award is subject to provisions of State Statutes and City Ordinances. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the City of Delray Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of ten percent (10) or more in the bidder's firm or any of its' branches.
26. **PUBLIC ENTITY CRIMES INFORMATION STATEMENT:**
- A person or affiliate who has been placed on the convicted vendor list following a convicting 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 for CATEGORY TWO for a period of 35 months from the date of being placed on the convicted vendor list.
27. **CITY POLICIES:** Awarded contractor shall comply with the City of Delray Beach Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City of Delray Beach Human Resources Division. Violations of these policies may result in cancellation/termination of the contract.
28. **NON-DISCRIMINATION:** The Bidder shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The Bidder will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors and it is the responsibility of the subcontractors to be in compliance.
29. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

30. **TERMINATION OF CONTRACT:** Failure of either party to comply with the provisions of the contract shall cause the contract to be voidable upon twenty (20) days written notice to the other party; provided that the City may terminate the contract upon thirty (30) days written notice with or without cause and in the sole discretion of the City.
31. **FORCE MAJEURE:** No party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of any party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of any party be deemed Force Majeure.
32. **PROTEST OF AWARD / PROTEST BOND:** Parties that are not actual bidders, proposers or responders, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made.

After the notice of intent to award and agreement is posted, any actual bidder, proposer or responder who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with the Purchasing Manager by close of business on the third business day after posting (excluding the day of notification) or any right to protest is forfeited. It shall be the sole responsibility of such bidder, proposer or responder to verify the operating hours of City Hall. Notice of Intent to Reject all Bids, Proposals or Responses is subject to the protest procedure

Any bidder, proposers or responders filing a protest shall simultaneously provide a Protest Bond to the City in the amount of five percent (5%) of the Protester's bid, proposal, or response amount or the amount of fifteen thousand dollars (\$15,000.), whichever is less. If the protest is decided, in the protester's favor the entire protest bond is returned. If the protest is not decided in the protester's favor the protest shall be forfeited to the City. The protest bond shall be in the form of a cashier's check.

Ord.No.291-13, Sec.35.04

Protest shall be addressed to:
City of Delray Beach
Purchasing Manager
100 NW 1st Ave
Delray Beach, FL 33444

33. **PUBLIC RECORDS:** Contractor shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Contractor agrees to:
- a) Keep and maintain all records that ordinarily and necessarily would be required by the City.
 - b) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
 - d) Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the Contractor at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to the Contractor.
 - e) If Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

34. **INSPECTOR GENERAL:** Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.
35. **INFORMATION:** Any questions in regards to the Detailed Specifications of this bid should be addressed email to nadal@mydelraybeach.com and will be answered in the form of an addendum. Any questions to the submission of your bid can be addressed to the Purchasing Department, at (561) 243-7161 or (561) 243-7163.

End of "GENERAL CONDITIONS"

INDEMNITY/HOLD HARMLESS AGREEMENT

ELEVATOR MAINTENANCE SERVICES TERM CONTRACT **Bid No. 2014-35**

Contractor shall, in addition to any other obligation to indemnify the City of Delray Beach Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Delray Beach, its officials, and employees, from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there-from, or any other damage or loss caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or agreement or under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Delray Beach to enforce this Indemnification clause shall be borne by the Contractor. The obligations contained in this Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

Mowrey Elevator Co. Of Florida Inc.
Contractor's Name


Signature

7-21-14
Date

CONE OF SILENCE

ELEVATOR MAINTENANCE SERVICES TERM CONTRACT

Bid No. 2014-35

The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Delray Beach. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this RFP, which provides as follows:

Sec. 2-355. Cone of silence.

(a) Cone of silence means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

(1) Any person or person's representative seeking an award from such competitive solicitation; and

(2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

(b) For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

(c) The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

(d) The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, and contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

(e) The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.

(f) The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

(g) Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

Mowrey Elevator Co. Of Florida Inc.

Contractor's Name



Signature

7-21-14

Date

DRUG FREE WORKPLACE CERTIFICATION

ELEVATOR MAINTENANCE SERVICES TERM CONTRACT

Bid No. 2014-35

If identical tie bids exist, preference will be given to the vendors who submit a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

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

As the person authorized to sign this statement, I certify that this firm complies fully with the following requirements:

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

Mowrey Elevator
Company of Florida, Inc.
Contractor's Name

Signature

Date

12-9-14

INSURANCE REQUIREMENTS

A. GENERAL

During the term of the contract with the City, the contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs (1) to (4) inclusive below.

B. COVERAGE

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

1. Worker's Compensation - Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal Laws. In addition, the policy must include Employer's Liability with a limit of \$100,000 each accident.
2. Comprehensive General Liability - Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:
 - a) Minimum limits of \$500,000 per occurrence, \$1MM aggregate, combined single limit for Bodily Injury Liability and Property Damage Liability.
3. Business Auto Policy - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Service Office and must include:
 - a) Minimum Limits of \$300,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
 - b) Owned Vehicles.
 - c) Hired and Non-Owned Vehicles.
 - d) Employer Non-Ownership.
4. Certificate of Insurance - Certificates of Insurance evidencing the insurance coverage specified in the previous paragraph should be received by Purchasing prior to commencement of work. The required Certificates of Insurance shall not only name the types of policies provided, but shall also refer specifically to this bid and section and the above paragraphs in accordance with which such insurance is being furnished. The successful bidder will endorse the City of Delray Beach as additional insured. If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished thirty (30) days prior to the date of expiration.

Also, under the Cancellation section of the Certificate of Insurance the successful bidder ("not the 'insured'") shall be required to notify the City of material changes or cancellation of insurance policies, or non-renewal.

SAMPLE



CERTIFICATE OF LIABILITY INSURANCE

MANCT-1

OP ID: KR

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Phone:	CONTACT NAME: John Doe
ABC Insurance Company	Fax:	PHONE (A/C No. Ext.):
Address		FAX (A/C No.):
		E-MAIL ADDRESS:
		INSURER(S) AFFORDING COVERAGE
		NAIC #
INSURED		INSURER A:
Contractor Name		INSURER B:
Address		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADD. SUBR. INSR. W/O	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	X				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY: ☐ PER ☐ LOC					
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRE/AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☐ EXCESS LIAB					EACH OCCURRENCE \$ AGGREGATE \$
	☐ OCCUR ☐ CLAIMS-MADE					
	DED ☐ RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N ☐ N/A				WC STATUTORY LIMITS ☐ OTHER ☐ EL EACH ACCIDENT 1 \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
A						

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

City of Delray Beach is listed as Additional Insured
Project Name:
Project Number:
30 Days Notice for Cancellation

CERTIFICATE HOLDER

CANCELLATION

CITDS-1 City of Delray Beach 100 NW 1 st Avenue Delray Beach, FL 33444	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS - 30 Days Notice AUTHORIZED REPRESENTATIVE:
--	--

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ACORD 25 (2010/05)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT -
COMPLETED OPERATIONS**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by "your work" performed for that insured and included in the "products-completed operations" hazard.

The coverage afforded to the Additional Insured is solely limited to liability specifically resulting from the conduct of the Named Insured, which may be imputed to the Additional Insured.

- B. This endorsement provides no coverage to the Additional Insured for liability caused, in whole or in part, out of the claimed negligence of the Additional Insured, other than which may be imputed to the Additional Insured by virtue of the conduct of the Named Insured.

- C. With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This Insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawing and specifications; and

- b. Supervisory, inspection, architectural, or engineering activities.

2. Willful misconduct of, or for defects in design furnished by, the additional insured or its "employees".

As a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether contingent, excess or primary.

**STANDARD FORM OF AGREEMENT
BETWEEN CITY AND CONTRACTOR**

THIS AGREEMENT made this 31st day of December, 2014, by and between the **CITY OF DELRAY BEACH** (hereinafter called **CITY**) and Mowrey Elevator Co. of FL, Inc (hereinafter called **CONTRACTOR**).

WITNESSETH:

The **CITY** and the **CONTRACTOR** in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. The undersigned **CONTRACTOR** hereby represents that he has carefully examined all Contract documents, and will perform the contractual requirements pursuant to all covenants and conditions.

2. The **CONTRACTOR**, as evidenced by the execution of this contract, acknowledges that it has examined the physical characteristics of the job requirements. The **CONTRACTOR** further acknowledges that the bid price includes all costs and expenses required for the satisfactory completion of the contracts requirements.

3. The contract between the **CITY** and the **CONTRACTOR** include the following documents which are attached hereto and incorporated herein by reference of the following:

CONTRACT DOCUMENTS

PAGE NUMBERS

Invitation to Bid	1 - 2
Table of Contents	3
General Conditions, Instructions and Information	4 - 9
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Cone of Silence	11
Drug Free Work Place Certification	12
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Certificate (If Corporation)	24
Special Conditions	25 - 34
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Addenda numbers 1 to 1 inclusive, and any modifications, including Change Orders, duly delivered after execution of this Agreement.

4. The term of this contract shall commence on the date indicated on the Notice to Proceed.

5. This agreement shall be governed by the laws of the State of Florida as Now and hereafter in force. The venue for actions arising out of this agreement shall be Palm Beach County, Florida.

6. All notices, requests, demands, and other given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

As to City:

City of Delray Beach, FL
100 NW 1st Avenue
Delray Beach, FL 33444

As to CONTRACTOR:

Mowrey Elevator Co. of FL, Inc.
3300 SW 50th Avenue
Davie, FL 33314

7. The **CONTRACTOR** shall not, without prior written consent of the **CITY**, assign any portion of its interest under this contract and, specifically, the **CONTRACTOR** shall not assign any moneys due or to become due without the prior written consent of the **CITY**.

8. The **CITY** and the **CONTRACTOR** each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the contract documents.

9. In consideration of ten dollars (\$10.00) and other valuable consideration, the **CONTRACTOR** shall defend, indemnify and save harmless the **CITY**, its officers, agents and employees, from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons by or in consequence of any negligence (excluding the sole negligence of the **CITY**), recklessness or intentional wrongful misconduct of the **CONTRACTOR** and any persons employed or utilized by the **CONTRACTOR** in the performance of this Project. **CONTRACTOR** agrees that negligent, reckless or intentional wrongful misconduct includes, but is not limited to, use of any improper materials or liabilities, damages, losses or costs caused by or on account of the use of any improper materials. **CONTRACTOR** agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or City laws, by-laws, ordinances or regulations by the **CONTRACTOR**, his subcontractors, agents, servants or employees. **CONTRACTOR** further agrees to defend, indemnify and save harmless the **CITY** from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the **CITY** on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the **CITY** for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above shall obligate the **CONTRACTOR** to defend at his own expense or to provide for such defense, at the **CITY'S** option, any and all claims or liability and all suits and actions of every name and description that may be brought against the **CITY** which may result from the operations and activities under this Contract whether the construction operations be performed by the **CONTRACTOR**, his subcontractor or by anyone directly or indirectly employed by either. This indemnification includes all costs and fees including attorney's fees and costs at trial and appellate levels.

The **CITY** will pay to the **CONTRACTOR** the specific consideration of ten dollars and other good and valuable consideration as specific consideration for the indemnification provided herein. Furthermore, the **CONTRACTOR** acknowledges that the bid price includes said consideration for the indemnification provision.

10. This Agreement shall be considered null and void unless signed by both the **CONTRACTOR** and the **CITY**.

11. **PUBLIC RECORDS LAWS: CONTRACTOR** shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, **CONTRACTOR** agrees to:

a) Keep and maintain all records that ordinarily and necessarily would be required by the City.

b) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

d) Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the **CONTRACTOR** at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to the **CONTRACTOR**.

e) If **CONTRACTOR** does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

12. **INSPECTOR GENERAL:** Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested maybe deemed by the City to be a material breach of this Agreement justifying its termination.

13. **FORCE MAJEURE:** No party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of any party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of any party be deemed Force Majeure.

14. The contract documents constitute the entire agreement between the **CITY** and the **CONTRACTOR** and may only be altered, amended or repealed by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

ATTEST:



City Clerk

CITY OF DELRAY BEACH, FLORIDA

By: 

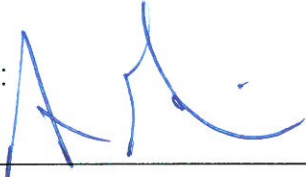
Cary D. Glickstein, Mayor

Approved as to form:

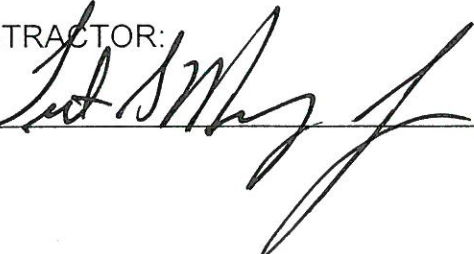


City Attorney

WITNESS:



CONTRACTOR:

BY: 

Sales Mgr Andrew Grabin
(Print or type name and title)

Tim Mowrey Jr. VP
(Print or type name and title)

(SEAL)

CORPORATE ACKNOWLEDGMENT

STATE OF Florida

COUNTY of Broward

The foregoing instrument was acknowledged before me this 9th day of December, 20 14, by Tim Mowrey, Jr. (name of officer or agent, title of officer or agent), of Mowrey Elevator Co. of FL, Inc. (state or place of incorporation) corporation, on behalf of the corporation.

He/She is (personally known to me) (or has produced identification) and has used his/her _____ (type of identification) as identification.

Signature of Person Taking
Acknowledgment



Name of Acknowledger Typed,
Printed or Stamped

CERTIFICATE

(If Corporation)

STATE OF FLORIDA)
) SS
COUNTY OF)
_____)

I HEREBY CERTIFY that a meeting of the Board of Directors of Mowrey
Elevator Co. of FL, Inc., a corporation under the laws of the State of

Florida held on December, 2005, the following resolution was
duly passed and adopted:

"RESOLVED", that Tim Mowrey, Jr., as Vice President
President of the corporation, he/she is hereby authorized to execute the Agreement
dated _____, 20__, between the City of Delray Beach, Florida and this
corporation, and that his execution thereof, attested by the Secretary of the Corporation and
with corporate seal affixed, shall be the official act and deed of this corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official
seal of the corporation this 9th day of December, 2014

Lance J. Mowrey
(Secretary)

(Seal)

CITY OF DELRAY BEACH
SPECIAL CONDITIONS

ELEVATOR MAINTENANCE SERVICES TERM CONTRACT
Bid No. 2014-35

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

- A. **PURPOSE:** The sole purpose and intent of this Invitation for Bid is to secure firm pricing for a full service contract including inspections, preventative and corrective maintenance, and repair of elevators, and associated equipment located within the City of Delray Beach, Florida.
- B. **CONTRACT TERM:** Term of contract shall be five (5) year(s), starting on/or about **September 2014** from award of contract and expiring five (5) year(s) later. The City Commission renew the contract, at the same terms, conditions, and price(s) for two (2) consecutive terms of one (1) year per paragraph #20 of General Conditions of this bid.
- C. **SCOPE OF WORK:** The City of Delray Beach, FL. (City) hereby invites qualified firms or individuals (bidders) to submit bids to provide professional service inclusive of all certified manpower, supplies, equipment, tools, parts, materials, lubricants, labor supervision, licenses, permits, travel and any/all incidental expenses incurred in the performance of this contract necessary to provide full preventative maintenance, adjustments, replacement and repair service for the elevators specified herein.

To provide professional service inclusive of all certified manpower, supplies, equipment, tools, parts, materials, lubricants, labor supervision, licenses, permits, travel and any and all incidental expenses incurred in the performance of this contract necessary to provide full preventative maintenance, adjustments, replacement and repair service for the elevators and lifts specified herein.

The successful bidder shall have, at a minimum, two (2) mechanics that possess previous factory training and experience on identical equipment specified herein.

Each presently employed or future elevator mechanic shall have a minimum of three (3) years' experience in maintaining similar systems. The mechanics shall possess a current certificate of competency issued either by the State of Florida, City or a current Journeyman's mechanic card issued by the International Union of Elevator Constructors or be an Industry Education Program (N.E.I.E.P.) certified mechanic.

Each presently employed or future supervisor who will perform work under this contract shall have a Certificate of Competency issued by Florida Department of Business Regulation, Division of Hotels and Restaurants.

The successful bidder shall have a minimum of one (1) registered graduate electrical engineer and one (1) registered graduate mechanical engineer, each with at least three (3) years elevator experience, as employees of the company to assist in the solution of electrical and mechanical problems and to advise on matters pertaining to safety.

The successful bidder must have at least three (3) years' experience with identical group supervisory control or solid state or microprocessor control systems. The successful bidder may be requested to demonstrate the ability to field program the control systems for the units specified herein.

The successful bidder shall provide all service mechanics with a pager and/or a cellular telephone while on duty.

The Successful Bidder shall at all times guard against damage or loss to the property of the City of Delray Beach, or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The City of Delray Beach may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful Bidder or his/her agents.

D. CITY'S RESPONSIBILITIES:

1. The City shall provide access to the elevator equipment.
2. The City shall keep the elevator pits and motor rooms free from water. The City shall be responsible for removing water from pits, maintaining the drainage facilities for the pits, and for damage there from.
3. The City shall not use the elevator machine rooms and equipment spaces for storage.
4. The City shall be responsible for re-finishing of cabs and equipment room interiors.
5. The City shall be responsible for providing and installing car light bulbs, fluorescent tubes, fluorescent ballasts and starters for general car illumination, and to provide the successful bidder with lamps for elevator machine rooms and pits.
6. The City shall be responsible for the main safety switch providing electricity to the equipment and the power feeders running from safety switch to elevator controls.
7. The City shall be responsible for maintaining the dial tone circuits supporting the elevator instruments and for the telephone cabling from the telephone intermediate wiring terminals to the elevator telephone control unit(s) located in the hoist control room(s).
8. The City shall be responsible for the intercom systems.
9. The City shall report any known conditions which may indicate the need for correction before the next regularly scheduled maintenance.
10. The City shall retain exclusive ownership of all installed equipment. The successful bidder does not at any time assume possession or control of any part of the equipment.
11. The City reserves the right to make inspections and tests when necessary to ascertain that the requirements of this Contract are being fulfilled. Successful bidder shall cooperate in making such inspections. Deficiencies noted shall be promptly corrected at successful bidder's expense.

E. SUCCESSFUL BIDDER'S RESPONSIBILITIES:

1. Successful bidder shall maintain all equipment in first-class operating condition and comply with current American Standard Safety Code. All elevators, lifts and associated equipment maintenance procedures shall conform to the State of Florida elevator requirements as specified under the Department of Business Regulation, Division of Hotels and Restaurants, Bureau of Elevator Safety, ANSI/ASME, and any applicable local and National codes. Successful bidder shall abide by all existing laws, codes, rules and regulations in effect on the date of this Contract which are set forth by all appropriate authorities having jurisdiction in the location where the work is to be performed. The successful bidder shall be responsible for any liabilities resulting from improper maintenance or workmanship.
2. Successful bidder shall regularly and systematically, in accordance with manufacturer's recommendations, repair, examine, inspect, adjust, lubricate, and repair or replace worn or defective elevator or lift components.
3. Successful bidder shall contact the designated City representative to schedule work at the beginning of each month and provide the designated City representative with a maintenance schedule for each elevator.
4. Successful bidder shall possess all diagnostic equipment, solid state circuitry spare parts, and full re-programming capabilities to service elevators and lifts with microprocessor equipment.
5. Successful bidder shall maintain the original efficiency, safety and rated speeds of the units including full running speed, acceleration, deceleration, landing and leveling, and floor-to-floor time including door opening and closing time where power door operation exists, in accordance with manufacturer's recommendations and/or by code requirements.

6. Successful bidder shall maintain vibration and noise levels within acceptable industry standards for each piece of equipment. Successful bidder shall test and audit the equipment on an annual basis.
7. Successful bidder shall regularly drain and flush hoist machine gear cases and bearing oil reservoirs in accordance with manufacturer's recommendations, or at a minimum once every two (2) years, and refill with the proper type and grade of oil.
8. Successful bidder shall keep car tops, pits, hatch and hatch equipment, rails, indicators, hatch door hangers and tracks, switches, buffers and hoist ways clean and free from dirt, rust, oil, lint, debris and stored items and maintain each machine room in clean, neat condition.
9. Successful bidder shall replace all bulbs for pit lights and machine room lights as required. Bulbs shall be furnished by the City.
10. Successful bidder shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety; to equalize the tension on all hoist way ropes, as required.
11. Successful bidder shall repair or replace conductor cables, control cables and hoist way and machine room elevator wiring as required.
12. Successful bidder shall periodically dismantle brake plunger assemblies, examine, clean, replace worn parts, lubricate, re-assemble, and adjust for proper operation.
13. Successful bidder shall shorten all ropes as necessary to provide continued safe operation and maintain normal traction.
14. Successful bidder shall maintain proper tension of car and counterweight guides against the rails.
15. Successful bidder shall provide new parts from and/or authorized/recommended by the manufacturer of the equipment for replacement or repair, and to use only those lubricants obtained from and/or authorized/recommended by the manufacturer and/or conform to recommendations of the current ASME Inspector's Manual of the equipment. Equivalent parts or lubricants may be used if approved in writing by the City prior to their use. Successful bidder shall only use materials, equipment, etc., that meet all OSHA requirements in the performance of this contract. Successful bidder shall, if materials, equipment, etc., delivered are subsequently found to be deficient in any OSHA requirement in effect on date of delivery, incur any and all cost to bring material, equipment, etc., into compliance.
16. Successful bidder shall be responsible for the ADA telephones in each elevator and with the connecting wiring from each individual elevator cab back to the controllers in the elevator machine rooms. Successful bidder shall test, repair and replace any phones, as required.
17. Successful bidder shall provide the designated City representative updated as-built wiring diagrams indicating all changes made during the life of the contract. Successful bidder shall post one copy in each machine room.
18. The Successful bidder shall secure the elevator equipment machine and/or electrical rooms to prevent access by unauthorized personnel when it is necessary for these areas to be left open during servicing, inspecting, etc. Successful bidder shall insure unauthorized personnel do not gain access to these rooms.
19. Successful bidder shall post out of service signs on all floors when an elevator is out of service. Signs must be removed immediately after placing elevator(s) back in service.
20. Successful bidder shall perform all code-mandated safety and buffer tests and assist the code inspectors in witnessing these tests.
21. Successful bidder shall program each elevator to automatically return to the first floor with total power loss.

E. **KEYS:**

Successful bidder shall provide a Fireman's By-Pass key in each control room for each elevator type.

F. **SUCCESSFUL BIDDER'S PERSONNEL**

1. All work shall be performed by and under the supervision of skilled, experienced elevator service repairmen directly employed, who are permanently assigned to the project for normal preventative maintenance and repair work, are qualified to keep the elevator equipment properly adjusted, maintained and/or repaired, and who shall use all reasonable care to maintain the equipment in proper and safe operating condition.
2. All employees shall be satisfactorily dressed in clean uniforms (identifying them as elevator service personnel) with acceptable customer service demeanor and possessing full technical qualifications.
3. All employees shall report their arrival and departure from the City building to the designated City representative.
4. The City shall advise the successful bidder of any dissatisfaction with the employees performing work under this contract. Successful bidder shall replace any employee not meeting the above criteria after such employee is given reasonable notice.

G. **EQUIPMENT COVERAGE:**

The coverage shall include the entire system described.

1. MACHINE, including worms, gears, bearings, brake, linings, coil, contact, coupling, and sheaves.
2. PUMP UNIT, including tank, fluid, jack packing, exposed piping, motor, pump, and valve system.
3. SELECTOR, including motors, cams, switches, bearings, wiring, cable, tape, and driving mechanism.
4. CONTROLLER AND DISPATCHER, including wiring, relays, capacitors, timers, resistors, computers, solid state components, circuit boards, rectifiers, transformers, load weighing, and transducers.
5. HOIST MOTOR AND GENERATOR, including windings, fields, stators, rotating elements, brushes, holders, bearings, commentators, and static drive.
6. CAR AND COUNTERWEIGHT SAFETY MECHANISM, including governor.
7. HOIST WAY EQUIPMENT, including switches, cams and sheaves.
8. CAR AND COUNTERWEIGHT GUIDE SHOES, including gibs and rollers.
9. CAR AND COUNTERWEIGHT GUIDE RAILS.
10. CAR, SHAFTWAY, AND MACHINE ROOM WIRING, including traveling cables.
11. DOOR OPERATOR SYSTEM, including motor, clutches, sheaves, belts, bearings, contacts, cams, gears, car door hangers, and door reversal devices.
12. CAR AND HALL SIGNAL DEVICES, including lamps and displays.
13. CAR AND HALL OPERATING DEVICES, including buttons, lamps, and switches, ventilating fan, safety devices.
14. DOOR HARDWARE, including track and hangers, interlocks, gibs, and closers.
15. ALL ACCESSORY EQUIPMENT, except such items as are hereinafter excluded.

H. **TECHNICAL REQUIREMENTS:**

Successful bidder shall perform Routine and Periodic Testing and Inspection of the Equipment as specified in the latest edition of ANSI/ASME A17.1, Part X, State of Florida and local ordinances and specifications stated herein. Successful bidder shall notify the designated City representative 24 hours prior to the inspection and test to allow the designated City representative to attend.

1. Six (6) month testing and inspections:

Successful bidder shall, at intervals no longer than six (6) months from the initiation date of this contract, perform the Routine Testing and Inspection as outlined in ASME/ANSI A17.1, Part X, Section 1004. An inspection and test of all elevators / lifts shall be conducted to measure and record the performance. Public Works shall provide the forms to be used. The inspection report shall be signed by the successful bidder's maintenance supervisor.

2. One (1) year testing and inspections

Successful bidder shall, at intervals no longer than one (1) year from the initiation date of this contract, perform the One (1) Year Testing and Inspection as outlined in ASME/ANSI A17.1, Part X, Section 1005.2. Testing shall include the elevator portion of emergency power operation and firefighter service Phase I and II as required by ANSI A17.1 1988. A written report reflecting results of the test shall be submitted to the designated City representative following the test for City records. Emergency power and firefighter service test shall be conducted at a mutually agreed upon time, which may be after hours, at no additional cost to

3. Three (3) Year Testing and Inspection

Successful bidder shall, at intervals no longer than three (3) years from the date of the last (3) year test, perform the Three (3) Year Testing and Inspection as outlined in ASME/ANSI A17.1, Part X, Section 1005.3. Testing shall include the elevator portion of emergency power operation and firefighter service Phase I and II as required by ANSI A17.1 1988. A written report reflecting results of the test shall be submitted to the designated City representative following the test for City records. Emergency power and firefighter service test shall be conducted at a mutually agreed upon time, which may be after normal hours, at no additional cost to the City. The inspection report shall be signed by the successful bidder's maintenance supervisor.

4. Five (5) Year Testing and Inspection

Successful bidder shall, at intervals no longer than five (5) years from the date of the last five (5) year Test and Inspection, as determined by the date stamped or marked on the metal tag attached to the Equipment, perform the Testing and Inspection as outlined in ASME/ANSI A17.1, Part X, Section 1005.4. Testing shall include the elevator portion of emergency power operation and firefighter service Phase I and II as required by ANSI A17.1 1988. A written report reflecting results of the test shall be submitted to the designated City representative following the test for City records. Emergency power and firefighter service test shall be conducted at a mutually agreed upon time, which may be after normal hours, at no additional cost to the City. Testing shall be done outside of normal hours at no additional charge to the City.

5. Annual Certificate of Operation Inspection:

Successful bidder's service mechanic shall accompany the State Certified Elevator Inspector, selected/approved by the City, on the annual Certificate of Operation Inspection, and perform such operations as necessary for the inspector to complete his inspection. A written report of the results of the above tests shall be submitted to the designated City representative.

6. Successful bidder shall make all repairs required to meet the above listed testing requirements.

I. **HYDRAULIC ELEVATORS REQUIREMENTS:** Monthly service, inspections, maintenance and repairs.

1. Successful bidder shall observe the elevator throughout the entire range of service for safe and efficient operation. At each floor, test all controls, safety devices, leveling, and determine if creeping of elevator is present. Correct any and all deficiencies found.
2. Successful bidder shall examine, lubricate, adjust, and, as required, repair or replace the following accessory equipment for proper operation: car and corridor door hangers, tracks, stations door operating devices, door gibs, car fan, guide shoe gibs or rollers and brakes and all indicators in the cab and at each floor. Correct any and all deficiencies found.
3. Successful bidder shall check for proper operation of fireman's service equipment, alarm bells, emergency stop switches, emergency car lights and batteries, and all switches on the car panel. Correct any and all deficiencies found.
4. Successful bidder shall clean, inspect and lubricate equipment and mechanisms in the hoist way, pit, buffers, top and bottom of the cab, and the car exhaust blowers or fans, as required. If required, align elevator guide rails. Correct any and all deficiencies found. Pit shall be clean and free of oil and debris.
5. Successful bidder shall observe and correct any and all deficiencies relating to the pump and motor, exposed oil lines, oil and valves, controls, plunger, packing, controller components and parts thereof, etc.
6. Successful bidder shall inspect all electrical wiring, traveling cables, etc. from all elevator equipment to the main electrical disconnect switches. Correct any and all deficiencies found.
7. Successful bidder shall test and correct any and all deficiencies to the manual and emergency controls.
8. Successful bidder shall perform the annual pressure relief and leakage tests on the hydraulic elevators per local and State codes. Correct any and all deficiencies found during these tests and provide documentation of the results of these tests to the designated City representative.
9. Successful bidder shall perform any additional work required in accordance with the manufacturer's recommendations for normal preventative maintenance to the elevators.

J. **TRACTION ELEVATORS REQUIREMENTS:** Monthly service, inspections, maintenance and repairs.

1. Successful bidder shall observe elevator throughout the entire range of service for safe and efficient operation. At each floor, test all controls, safety devices and leveling. Clean adjust and lubricate leveling switches, and leveling operation, hoist way vanes, any magnets and inductors, etc. Correct any and all deficiencies found.
2. Successful bidder shall, on the selector and controller, clean, adjust, lubricate, repair or replace as required the brushes, dashpots, traveling cables, chains, pawl magnets, wiring, contacts, relays, tape drives, tape switches, microprocessor components (if used), etc. Correct any and all deficiencies found.
3. Successful bidder shall check for proper operation of opening and closing of doors including the door hangers, tracks, brakes, pivot points, linkages, etc. Clean, adjust and lubricate as required. Correct any and all deficiencies found.
4. Successful bidder shall check for proper operation of all indicators both in the cab and at each floor location. Correct any and all deficiencies found.
5. Successful bidder shall check for proper operation of fireman's service equipment, alarm bells, emergency stop switches, emergency car lights and batteries, and all switches on the car panel. Correct any and all deficiencies found.

6. Successful bidder shall inspect brake and brake drum, drive sheave, worm and gear backlash, thrust end play and any bearing wear on all motors and/or motor generator sets. In accordance with manufacturer's recommendations, clean all commutators and armatures and reseal or replace brushes as necessary. Inspect armature and rotor clearances. Clean, adjust, lubricate all components and change oil in bearings as necessary. Correct any and all deficiencies found.
7. Successful bidder shall correct any and all deficiencies relating to the inspection of the compensating chain hitches, drum buffers, ropes and rope clamps, slack cable switch, couplings, key ways, indicator dials, and dispatching time settings.
8. Successful bidder shall clean, inspect, and lubricate equipment and mechanisms in the hoist way, pit, buffers, top and bottom of the cab and the car exhaust blowers or fans, as required. If required, alignment of elevator guide rails shall be included.
9. Successful bidder shall inspect all electrical wiring, traveling cables, etc. from all elevator equipment to the main electrical disconnect switches. Correct any and all deficiencies found.
10. Successful bidder shall test and correct any and all deficiencies to the manual and emergency controls.
11. Successful bidder shall perform any additional work required in accordance with the manufacturer's recommendations for normal preventative maintenance to the elevators and lifts.

K. WHEELCHAIR LIFTS AND PLATFORMS LIFTS: Monthly service, inspections, maintenance and repairs.

1. Successful bidder shall observe wheelchair lifts and platform lifts throughout the entire range of service for safe and efficient operation. At each floor, test all controls, safety devices and leveling. Clean adjust and lubricate leveling switches, and leveling operation, hoist way vanes, any magnets and inductors, etc. Correct any and all deficiencies found.
2. Successful bidder shall check for proper operation of opening and closing of doors including the door hangers, tracks, brakes, pivot points, linkages, etc. Clean, adjust and lubricate as required. Correct any and all deficiencies found.
3. Successful bidder shall clean, inspect, and lubricate all equipment and mechanisms in accordance with the manufacturer's recommendations.
4. Successful bidder shall remove any trash or debris from underneath the platform.
5. Successful bidder shall inspect all electrical wiring, traveling cables, etc. from all wheelchair equipment to the main electrical disconnect switches. Correct any and all deficiencies found.
6. Successful bidder shall perform any additional work required in accordance with the manufacturer's recommendations for normal preventative maintenance to the lifts.

L. PERFORMANCE REQUIREMENTS:

Successful bidder shall maintain the minimum performance requirements of the elevators and lifts as specified by the manufacturer or as designated below:

1. Floor to floor times are measured from the time the doors start to close including a typical one-floor travel until the elevator is approximately level with the next successive floor, either up or down, and the doors 3/4 open (per manufacturer's schedule, or the minimum permitted by code).
2. Door opening times are measured from start of car door open until doors are in fully open position (per manufacturer's schedule, or the minimum permitted by code).
3. Door closing times are measured from start of door close until hoist way doors are fully closed (per manufacturer's schedule, or the minimum permitted by code).
4. Stopping accuracy shall be measured under all loading conditions. Floor accuracy shall be ∇ 1/4 inch.

5. Variance from rated speed, regardless of load, shall not exceed ∇ 5% for traction and ∇ 10% for hydraulic elevators.

In accomplishing the above performance requirements, successful bidder shall maintain a comfortable elevator ride with smooth acceleration, retardation and soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.

M. **INSPECTION LOGS / REPORTS:**

1. **SERVICE RECEIPTS:** The successful bidder shall submit monthly (with their invoice) to the designated City representative, a copy of the mechanic's service receipt indicating the date, time and nature of service performed.
2. **MAINTENANCE LOG:** Successful bidder shall install a maintenance log in the machine room, which shall contain a detailed schedule of full preventative maintenance with indications of frequency of task. The log shall be posted in each machine room and mounted on each controller.
3. **PREVENTATIVE MAINTENANCE LOG:** Preventative maintenance logs shall be maintained and kept current by the successful bidder and may be inspected by the City. Logs shall indicate the date the maintenance was performed.
4. **TROUBLE LOG:** A trouble log shall be maintained by the successful bidder in each elevator machine room on which the date of all repairs, minor adjustments and callbacks, the reported trouble, the problem found, the corrective action taken, and the amount of time required to correct the problem shall be recorded.
5. **SURVEY REPORTS:** The successful bidder shall perform a complete survey of the equipment semi-annually to insure compliance with the contract and determine the condition of the equipment. The inspection report must be signed by the successful bidder's maintenance supervisor. Public Works will provide successful bidder with a copy of the Equipment Data, Condition and Performance Form.
6. **QUARTERLY OPERATIONAL TRAFFIC ANALYSIS:** Successful bidder shall provide a traffic analysis of elevator operations for the following factors on a quarterly basis or as required by the designated City representative: Average Wait times, Average Travel times, Time for call to be answered, Percent of calls answered in 30 seconds and 60 seconds.

N. **AVAILABILITY OF PARTS AND LUBRICANTS:**

1. All spare parts, including those listed in the original manufacturer's renewal parts book and lubricants necessary to keep the elevators or lifts and their associated equipment in proper safe operating condition must be stocked locally and/or available within eight (8) working hours or twenty-four (24) total hours, whichever is less.
2. Critical parts that will result in all elevators in a building to be out of service must be stocked or shall be available on-site within eight (8) hours after the successful bidder is notified of the failure.

O. **HOURS OF SERVICE:**

1. **Regular hours** shall be defined as 7:00 a.m. to 5:00 p.m., Monday through Friday.
2. **Overtime hours:** Overtime shall be paid at 1.5 times the normal hourly labor rate.

Overtime fees may be charged for Service calls placed within one (1) hour of the scheduled service hours and responded to within two (2) hours of the call for service.

Overtime fees may **NOT** be charged under the following scenarios:

- For the completion of service calls commenced on regular hours.
- Preventative maintenance completed outside of regular hours at the option of the successful bidder.
- **No work** may be left in mid-repair unless the elevator can operate in a safe manner.

⇒ **HOURS OF SERVICE (FEDERSPIEL AND OLD SCHOOL SQUARE GARAGES)**

Successful bidder shall service the Federspiel and Old School Square Garages twenty-four (24) hours per day, seven days per week (24/7). The remaining facilities shall be serviced pursuant to the attached elevator inventory in accordance with the scheduled of hours listed on the attached elevator inventory

3. Hourly labor rate for repairs shall be based on actual time worked (commencing upon arrival at site and terminating upon departure). Materials shall be supplied to City at the bidder's cost.
4. Successful bidder shall respond to emergency service calls within one (1) hour after being notified. Emergency service includes response to those situations that are considered to constitute health, welfare or safety hazards or that may contribute to further equipment damage if service is not handled immediately. Loss of all elevators serving a specific area of a building and passenger entrapments are considered emergencies. There will be no additional premium paid by the City for emergency service calls.
5. All preventative maintenance, which requires removal of elevators or lifts from service, shall be scheduled during off-peak hours of building operation. No elevator or lift shall be taken out of service during the normal business day without prior written notification to the designated City representative except under emergency conditions. Successful bidder shall not remove from service more than one (1) elevator at a time in any bank of elevators except under emergency conditions.

P. **SERVICE CALL BACKS:**

1. Call backs shall be provided to correct a malfunction or provide an adjustment of the equipment which requires immediate attention. Call backs shall be limited to two (2) hours excluding travel time. Call backs shall be provided pursuant to the attached schedule on the elevator inventory. Successful bidder shall make its best efforts to respond to call backs within two (2) hours of notification.
2. Successful bidder shall make its best effort to keep the number of maintenance call backs and emergency calls, including passenger entrapments, to less than eight (8) per unit per quarter.
3. Successful bidder shall provide a service ticket on each and call back service to the designated City representative. A copy of the ticket will be left in the log book in the elevator machine room with a copy forwarded to the designated City representative. The ticket must be signed by the elevator mechanic(s) performing the service with his/her name legibly printed including arrival and departure time with a brief description of service performed.

Q. **EXCLUSIONS**

Successful bidder is not responsible for the following services or equipment:

1. Repair or replacement of building items, such as hoist way or machine room walls and floors, car enclosures, including removable panel, door panels, car or hoist way gates or doors, plenum chambers, ceiling, car light fixtures, elevator car handrails, mirrors, carpets, frames and sills, except as these may be damaged or destroyed by actions of the successful bidder's personnel.
2. Elevator and lift mainline and auxiliary disconnect switches, fuses and feeders to control panels, hydraulic elevator jack outer casing and underground piping.
3. Smoke and fire sensors and related control equipment which is remote from the elevator control.
4. Emergency power source and associated equipment.

R. **PAYMENT**

1. Invoices (including invoices for extra work outside the fixed price) will be paid in accordance with the Florida Prompt Payment Act in place at the time of ratification of the agreement and as may be amended from time to time.
2. For extra work outside the fixed price, successful bidder shall provide a written invoice directly to the designated City representative subsequent completion of work.
3. To ensure the City receives the quality service and response necessary to insure safety of the passengers of this equipment, the contract administrator may impose deductions as liquidated damages from the monthly contract amount due, up to and including the full monthly contract price of the affected elevator or lift for failure to perform in accordance with the Contract. The deduction will be based upon the following schedule and percentages will be calculated on the monthly cost per unit.

a.	Shut down Due To Lack of Parts	10% per Unit/Per Occurrence
b.	Exceeding Callback/Emergency Limits	10% Per Unit per Callback or Emergency in excess of eight (8) per quarter

4. If the successful bidder fails to perform the work required by the terms of this Contract in a diligent and satisfactory manner, the City may perform or cause to be performed by another provider any and all part of the work required by the contract. Successful bidder shall reimburse the City for any additional costs incurred by the substitution, or at the City's election, may deduct the amount from any sum owed the successful bidder. This may include correcting failures to meet performance requirements. Notwithstanding any liquidated damages deductions, the City retains the right to terminate this contract for unsatisfactory performance of the terms and conditions set forth herein.

S. **MISCELLANEOUS:**

Successful bidder shall participate in accident/incident investigations. Participation shall include: dispatch of qualified personnel, to arrive within one (1) hour after notification of accident and/or incident; to inspect elevator condition as well as elevator operational components in order to determine if any mechanical, structural or electrical conditions contributed to the accident and/or incident.

The result of this investigation shall be given to the designated City representative within forty-eight (48) hours after investigation is completed.

T. **TRAINING**

Successful bidder shall provide eight (8) hours of training annually to designated City employees.

Training shall include: The proper removal of persons trapped in elevators; proper inspection of elevators, cleaning of door tracks, operational procedures, etc.

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CITY OF DELRAY BEACH
ELEVATOR INVENTORY / SERVICE HOURS

ELEVATOR MAINTENANCE SERVICES TERM CONTRACT
Bid No. 2014-35

Location	Address	Model / Landings / Capacity	Manufacturer	Serial Number	State Certificate Number	Service Hours
City Hall	100 NW 1st Ave.	2 landings / 2100 lbs.	Mowrey	33376	58150	Mon – Fri 8 AM – 5 PM
Federspiel Parking Garage	22 SE 1st Ave.	TAC20 / 9 landings	Thyssen Krupp	91430	Temp	24 Hours / 7 Days
Fire Station #1	501 W. Atlantic Ave.	2 landings / 2500 lbs.	East Coast	46924	B-72467	Mon – Fri 8 AM – 5 PM
Hilltopper Stadium	2501 Seacrest Blvd.	2 landings / 2100 lbs.	Thyssen Krupp	61939	0032 Old Type	Mon – Fri 8 AM – 5 PM
Oss Parking Garage North West (#1)	95 NE 1st Ave.	5 landings / 3500 lbs.	Schindler	93332	C-17252	24 Hours / 7 Days
Oss Parking Garage South East (#2)	95 NE 1st Ave.	5 landings / 3500 lbs.	Schindler	93333	C-17244	24 Hours / 7 Days
Pompey Park.	1101 NW 2 nd Street	2 landings / 2100 lbs.	Schindler	99441	?????	Mon – Fri 8 AM – 5 PM
Police Dept.	300 W. Atlantic Ave.	2 landings / 3500 lbs.	General Oiltronic	39221	B-72440	Mon – Fri 8 AM – 5 PM
Robert P. Miller Park	1905 SW 4 th Ave.	2 landings / 2100 lbs.	Otis	97591	?????	Mon – Fri 8 AM – 5 PM
Tennis Center	201 W. Atlantic Ave.	2 landings / 2100 lbs.	Miami Elevator	46764	B-69330	Mon – Fri 8 AM – 5 PM

SCHEDULE OF PRICING

ELEVATOR MAINTENANCE SERVICES TERM CONTRACT Bid No. 2014-35

Location	Address	Model / Landings / Capacity	State Certificate Number	Service Hours	Maintenance Cost Per Month	Annual Cost
City Hall	100 NW 1st Ave.	2 landings / 2100 lbs.	58150	Mon – Fri 8 AM – 5 PM	\$ 83.00	\$ 996.00
Federspiel Parking Garage	22 SE 1st Ave.	TAC20 / 9 landings	Temp	24 Hours / 7 Days No over-time paid	\$ 247.00	\$ 2,964.00
Fire Station #1	501 W. Atlantic Ave.	2 landings / 2500 lbs.	B-72467	Mon – Fri 8 AM – 5 PM	\$ 83.00	\$ 996.00
Hilltopper Stadium	2501 Seacrest Blvd.	2 landings / 2100 lbs.	0032 Old Type	24 Hours / 7 Days No over-time paid	\$ 83.00	\$ 996.00
Oss Parking Garage West (#1)	95 NE 1st Ave.	5 landings / 3500 lbs.	C-17252	24 Hours / 7 Days No over-time paid	\$ 119.00	\$ 1,428.00
Oss Parking Garage East (#2)	95 NE 1st Ave.	5 landings / 3500 lbs.	C-17244	24 Hours / 7 Days No over-time paid	\$ 119.00	\$ 1,428.00
Pompey Park.	1101 NW 2 nd Street	2 landings / 2100 lbs.	?????	24 Hours / 7 Days No over-time paid	\$ 93.00	\$ 1,116.00
Police Dept.	300 W. Atlantic Ave.	2 landings / 3500 lbs.	B-72440	Mon – Fri 8 AM – 5 PM	\$ 83.00	\$ 996.00
Robert P. Miller Park	1905 SW 4 th Ave.	2 landings / 2100 lbs.	?????	24 Hours / 7 Days No over-time paid	\$ 83.00	\$ 996.00
Tennis Center	201 W. Atlantic Ave.	2 landings / 2100 lbs.	B-69330	Mon – Fri 8 AM – 5 PM	\$ 83.00	\$ 996.00

ELEVATOR MAINTENANCE SERVICES TERM CONTRACT
Bid No. 2014-35

HOURLY RATE:

For work performed outside the aforementioned scope of services which may require hourly charges:

\$ 125.00 per hour (i.e. vandalism, acts of god, etc.)

JOINT BIDDING, CO-OPERATIVE PURCHASING AGREEMENT:

Will extend the same price, terms, and conditions of this bid to other Palm Beach, Martin and Broward County Governmental agencies? ☒ YES ☐ NO

Vendor Comments: _____

Mowrey Elevator has been in business since 1976. We have become one of the largest privately owned elevator companies in the United States. Our technicians hold both state and national certifications and are trained to maintain most types of elevators regardless of the manufacturer. We offer the support of our 350,000 square foot manufacturing facility. Founder Tim Mowrey Sr. is an elevator consultant and active member of the American Society of Mechanical Engineers, instrumental in writing and adopting the elevator codes. Over 38 years of service and a commitment to quality is what you get with Mowrey Elevator.

Vendor: Mowrey Elevator Company Of Florida Inc.

PROFESSIONAL REFERENCES

ELEVATOR MAINTENANCE SERVICES TERM CONTRACT Bid No. 2014-35

*Please complete this page or attach your reference page to this sheet.

Agency/Company	Duval County Schools
Address	129 King Street
City, State, Zip	Jacksonville, FL 32207
Contact Person	Garfield Rhoden
Telephone	904-858-6310
Date(s) of Service	September 2010 to present
Type of Service	Elevator service, repair, inspection, & modernizations for 128 elevators & lifts.
Comments:	

Agency/Company	Florida Institute of Technology
Address	150 West University Blvd
City, State, Zip	Melbourne, FL 32901
Contact Person	Rob Ghiotto
Telephone	904-858-6310
Date(s) of Service	March 2009 to present
Type of Service	Elevator service, repair, inspection, & modernizations for 30 elevators & lifts.
Comments:	

Agency/Company	Santa Fe Community College
Address	3000 NW 83rd Street
City, State, Zip	Gainesville, FL 32207
Contact Person	Erik Anderson
Telephone	352-395-5521
Date(s) of Service	May 2011 to present
Type of Service	Elevator service, repair, inspection, & modernizations for 25 elevators & lifts.
Comments:	

Vendor: Mowrey Elevator Company of Florida Inc.

CITY OF DELRAY BID SIGNATURE FORM

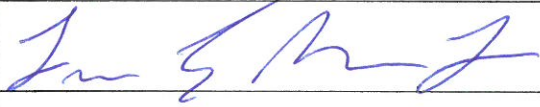
ELEVATOR MAINTENANCE SERVICES TERM CONTRACT Bid No. 2014-35

PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR PROPOSAL)

The undersigned bidder certifies that this bid package is submitted in accordance with the specification in its entirety and with full understanding of the conditions governing this bid.

NAME OF BIDDER ➤ Name as registered with their State of origin	Mowrey Elevator Company of Florida Inc.
BUSINESS STREET ADDRESS ➤ P.O. Box address not permitted	3300 SW 50th Ave
CITY, STATE, ZIP CODE	Davie, FL 33314

MAILING ADDRESS: ☒ Check if same as Business address above.

BUSINESS MAILING ADDRESS	3300 SW 50th Ave
CITY, STATE, ZIP CODE	Davie, FL 33314
AUTHORIZED SIGNATURE (Written)	
PRINT NAME	Timothy Mowrey Jr.
TITLE (of person signing form)	Vice President
DATE	7-21-14
TELEPHONE NUMBER	954-581-8900
FAX NUMBER	954-583-1119
EMAIL ADDRESS	Andrew@mowreyelevator.com

VENDOR SERVICE REP FOR ORDER PLACEMENT	Paula Eubanks
TELEPHONE / CELL NUMBER	954-581-8900 x 113/ 850-693-1864
FAX	954-583-1119
EMAIL ADDRESS	Paula@Mowreyelevator.com

**VENDORS MARKETING MATERIAL
and / or
ADDITIONAL INFORMATION**

ELEVATOR MAINTENANCE SERVICES TERM CONTRACT
Bid No. 2014-35

Please check if you are "NOT" submitting any additional information. NONE: ☐



City of Delray Beach
100 NW 1st Avenue
Delray Beach, FL 33444
Attn: Purchasing
RE: Bid No. 2014-35 Contact for coordination of service.

To whom it may concern,

The person in our organization responsible for the coordination of service is the following:

Paula Eubanks
3300 SW 50th Ave.
Davie, FL 33314
954-581-8900 x 113

Best Regards,

A handwritten signature in blue ink, appearing to read "Andrew Grabin".

Andrew Grabin
Sales Manager
Mowrey Elevator Co. of Florida Inc.
954-581-8900 x 112 off
954-583-1119 fax
Andrew@mowreyelevator.com
www.mowreyelevator.com

WWW.MOWREYELEVATOR.COM



CITY OF DELRAY STATEMENT OF NO BID

ELEVATOR MAINTENANCE SERVICES TERM CONTRACT Bid No. 2014-35

PLEASE AFFIX SIGNATURE WHERE INDICATED

If you are not bidding on this service or commodity, please complete and return this form via fax (561) 243-7166 or email (nadal@mydelraybeach.com)

VENDOR NAME	
BUSINESS ADDRESS	
CITY, STATE, ZIP CODE	
CONTACT NUMBER	
SIGNATURE	
DATE	

Minority Owned Business: ☐ Black ☐ Hispanic ☐ Woman ☐ Other _____

We, the undersigned have declined to bid on Bid No. BID No. 2014-29 due to the following reason(s).
Please indicate below with an "X":

☐	Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)
☐	Insufficient time to respond to the Invitation to Bid
☐	We do not offer this product or an equivalent
☐	Our product schedule would not permit us to perform
☐	Unable to meet specifications
☐	Unable to meet bond requirements
☐	Specifications unclear (explain below)
☐	Other (specify below)

REMARKS / OTHER

ADDENDUM NO. 1

July 11, 2014
City of Delray Beach

ELEVATOR MAINTENANCE SERVICES TERM CONTRACT BID No. 2014-35

TO ALL BIDDERS AND OTHERS CONCERNED

Contractors submitting proposals for the above-referenced project shall take note of the following changes, additions, deletions clarifications, etc., to the Plans and Specifications which in accordance with the Contract Documents shall become a part of and have precedence over anything shown or described otherwise.

Question: During the site visit yesterday for the above mentioned bid, it was brought to our attention that the elevator located at Hilltopper Stadium has been out of service since 2007. Could you please advise how you would like this elevator quoted? This unit will require a major repair which would not be covered under this contract.

Answer: The City is in the process of getting the elevator repaired. If not repaired at the time of contract execution the successful bidder will affect the repairs in accordance with the agreement.

Changes/Corrections

1. Page 26 thru 34: Item A – T , changed to items A – U
2. Hilltopper, Pompey Park and Miller Park should all be 24 hour / 7 day per week service similar to the Federspiel and OSS Garages.
3. Page 27, Item #21 - Successful bidder shall program each elevator to automatically return to the first uppermost floor with total power loss.
4. Page 32, P, Item #2 added: 24/7 Locations – Response for service calls at these locations are to be considered as if regular calls. Normal service failures may not be billed as overtime. Billable repairs are to be billed at regular time. NO OVERTIME BILLING

NOTE: Bidders must acknowledge Receipt of this Addendum
Write the words **"Addendum No. 1"** on the exterior of the envelope in which the bids are submitted.

PLEASE ACKNOWLEDGE RECEIPT OF **ADDENDUM NO. 1** BY SIGNING BELOW AND FAXING BACK TO (561) 243-7166 OR VIA EMAIL nadal@mydelraybeach.com AS SOON AS POSSIBLE.

MOWREY ELEVATOR CO. OF FLORIDA INC.
Planholder

Andrew Grabin

By

7-17-14

Date