

RESOLUTION NO. 2022/153

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF INVITATION TO BID #22-24-PC FOR PURCHASE AND INSTALLATION, SERVICE AND REPAIR OF OVERHEAD ROLL-UP DOORS AND GRILLS, AND HYDRAULIC BI-FOLD DOORS TO ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA, INC., COAST TO COAST GARAGE DOOR, LLC, AND DOOR SYSTEMS OF SOUTH FLORIDA, INC., THE THREE RESPONSIVE AND RESPONSIBLE BIDDERS; AUTHORIZING EXECUTION OF AGREEMENTS WITH THE THREE BIDDERS FOR A TWO YEAR TERM, WITH THREE ADDITIONAL ONE YEAR RENEWAL TERMS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the "City") requires services including purchase and installation, and service and repair of overhead roll-up doors and grills, and hydraulic bi-fold doors on an as needed basis (the "Services"); and

WHEREAS, the City serves as the lead agency for the Purchase & Installation, Service & Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors contract on behalf of the Southeast Florida Government Purchasing Cooperative Group comprised of eighteen other agencies in the South Florida area; and

WHEREAS, the City issued Invitation to Bid No. 22-24-PC for Purchase and Installation, Service and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors (the "ITB"); and

WHEREAS, the ITB was advertised in the legal notices section of the Sun-Sentinel on April 22, 2022, and the notice was also sent to 80 prospective bidders via the e-Procurement Marketplace; and

WHEREAS, four vendors viewed the ITB documents; and

WHEREAS, on May 12, 2022 at 2:00 p.m., the ITB due date and time, the Purchasing and Contract Division (the "Division") closed and unsealed three bids that were timely received, and reviewed the responses to ensure they met the ITB requirements; and

WHEREAS, the Division reviewed and discussed the bid responses with the Facilities Manager and concluded that the City, in its best interest, will utilize the multiple contract award option and recommended awarding a contract to the three responsive and responsible bidders, Above All Garage Door of South Florida, Inc. ("Above All"), Coast to Coast Garage Door, LLC ("Coast to Coast"), and Door Systems of South Florida, Inc. ("Door Systems"); and

WHEREAS, the Division recommends that the City Commission approve the award of the ITB to Above All, Coast to Coast, and Door Systems, the three responsive and responsible bidders to the ITB, and authorize execution of agreements with Above All, Coast-to-Coast, and Door Systems for the Services on an as needed basis for a two year term, with three additional one-year renewal terms (the "Agreement").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the award of the ITB to Above All, Coast to Coast, and Door Systems.

Section 3. The City Manager is hereby authorized to execute agreements with Above All, Coast to Coast, and Door Systems, consistent with the terms of the ITB, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 6TH DAY OF SEPTEMBER, 2022.

CITY OF DEERFIELD BEACH


BILL GANZ, MAYOR

ATTEST:


SAMANTHA GILLIARD, CITY CLERK

CONTRACT

This CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and DOOR SYSTEMS OF SOUTH FLORIDA, INC. (CONTRACTOR), as follows:

WITNESSETH:

WHEREAS, pursuant to Invitation to Bid #22-24-PC (the "ITB") the CITY accepted competitive bids for Purchase and Installation, Service and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors (the "Products and Services"); and

WHEREAS, the Products and Services are delineated in the ITB; and

WHEREAS, this Contract, the ITB and the CONTRACTOR's Response constitute the entire Contract and describe the Products and Services to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the ITB, the City staff and the City Commission has determined that (1) of (3) lowest, responsive and responsible bids was submitted by CONTRACTOR and that CONTRACTOR has the necessary resources, experience and ability to perform the Contract at a competitive price; and

WHEREAS, this is a Co-operative Contract with the CITY as lead agency for other participating Southeast Florida Governmental Purchasing Co-operative Group agencies; and

WHEREAS, this is a multiple-award with three (3) responsive and responsible CONTRACTORS, in the best interest of the City and all other participating Southeast Florida Governmental Purchasing Co-Operative Group agencies; and

WHEREAS, the CITY has awarded the Contract to CONTRACTOR for the Products and Services on September 6, 2022, Resolution No. 2022/153;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I INTRODUCTION AND SCOPE OF SERVICES

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This CONTRACT, the ITB, together with CONTRACTOR'S response to the ITB, attached as (Exhibit "A") shall constitute the entire CONTRACT. The parties agree that the Scope of Services, attached as (Exhibit "B") is a description of obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, parts, equipment, tools and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable. Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the ITB and the CONTRACTOR'S Response to the ITB. When the terms and conditions of this CONTRACT may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this CONTRACT shall be read as being consistent and shall be binding on both parties. Where terms

and conditions of this CONTRACT contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this CONTRACT shall be binding and in full force and effect to the extent of any inconsistency.

- 1.3 This is a non-exclusive CONTRACT. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the ITB, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.
- 1.4 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this CONTRACT.

ARTICLE 2 TERM AND TIME OF PERFORMANCE

- 2.1 The initial CONTRACT term shall be for two (2) years and shall commence on September 18, 2022 and end on September 17, 2024. The City reserves the right to renew the CONTRACT for three (3) additional one (1) year renewal terms, providing City Manager approval and providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City as set forth in the ITB.
- 2.2 In the event services are scheduled to end because of the expiration of the CONTRACT, the CONTRACTOR shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than one hundred eighty (180) days beyond the expiration date of the existing contract. The Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
- 2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this CONTRACT.

ARTICLE 3 COMPENSATION

- 3.1 The CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the ITB, the amounts set forth in CONTRACTOR's response for work actually performed and completed pursuant to this CONTRACT, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this CONTRACT. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses. The CONTRACTOR and the CITY shall abide by the Florida Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4 TERMINATION OR SUSPENSION

- 4.1 This CONTRACT may be terminated for convenience by the CITY. Termination for convenience

by the CITY shall be effective on the termination date stated in the written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This CONTRACT may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare.

- 4.2 This CONTRACT may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this CONTRACT, or other breach of this CONTRACT. The termination date shall be not more than ten (10) days after the date of such written notice. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this CONTRACT except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this CONTRACT.
- 4.4 In the event this CONTRACT is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the CONTRACT through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this CONTRACT for convenience.
- 4.5 In the event this CONTRACT is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 7.2 of Article 7.
- 4.6 Should at any time during the term of this CONTRACT, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this CONTRACT, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.
- 4.7 In the event a CONTRACTOR is terminated, the City may assign the CONTRACT to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

- 5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this CONTRACT, the solicitation for or purchase of goods or services relating to this CONTRACT, or in subcontracting work in the performance of this CONTRACT. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in

49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this CONTRACT, which may result in the termination of this CONTRACT or such other remedy as CITY deems appropriate.

- 5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this CONTRACT. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6 INSURANCE

- 6.1 CONTRACTOR shall provide to the CITY evidence of insurability meeting the insurance requirements stated herein. CONTRACTOR shall not commence the work or otherwise perform the work as required by the resulting CONTRACT until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the CITY. CONTRACTOR shall assume full responsibility and expense to obtain all necessary insurance.

1. General

- a. CONTRACTOR shall furnish to the Purchasing and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein upon execution of this CONTRACT. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the CONTRACT (Solicitation Title and Number), and state that such insurance is as required by this CONTRACT. CONTRACTOR's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days of notification of award shall provide the basis for the termination of the CONTRACT.
- b. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. CONTRACTOR shall be responsible to pay all deductible amounts, if any. CONTRACTOR shall specifically protect CITY and the Deerfield Beach City Commission by naming CITY and the Deerfield Beach City Commission as additional insured under all required liability policies except for Workers Compensation and securewaivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.
- c. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is complete including all renewal terms. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- d. CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this CONTRACT, including, but not limited to, deductibles, limits,

coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONTRACTOR uses a subcontractor, CONTRACTOR shall ensure that subcontractor names CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

2. Coverages

CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this CONTRACT the following insurance as indicated with exes:

- ☒ Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate.

Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent Contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

- ☒ Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

- ☒ Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided

ARTICLE 7
MISCELLANEOUS

7.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this CONTRACT are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this CONTRACT, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this CONTRACT by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

7.2 AUDIT RIGHT; RETENTION OF RECORDS; PUBLIC RECORDS

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

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this CONTRACT for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this CONTRACT. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; specifically, to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- c. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR upon termination of the CONTRACT and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. 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.

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 7.2.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

CITY CUSTODIAN OF PUBLIC RECORDS:

SAMANTHA GILLYARD, CITY CLERK

150 N.E. 2ND AVE.,

DEERFIELD BEACH, FL 33441

954-480-4213

WEB.CLERK@DEERFIELD-BEACH.COM

7.3 INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless the CITY, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the CONTRACTOR, CONTRACTOR'S subcontractor(s), or anyone directly or indirectly employed or hired by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the CITY its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The CITY reserves the right, but not the obligation, to participate in defense without relieving CONTRACTOR of any obligation hereunder. CONTRACTOR agrees this indemnity obligation shall survive the completion or termination of the Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the CITY of any immunity to which it is entitled by law, including but not limited to the CITY'S sovereign immunity as set forth in Section 768.28, Florida Statutes.

7.4 COMPLAINTS AND DISPUTES:

All complaints concerning misconduct on the part of the CONTRACTOR or disputes between City staff and the CONTRACTOR are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the CITY concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of

Deerfield Beach available to the Office of the City Manager for action as required.

7.5 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this CONTRACT. Therefore, the parties agree that there are no third-party beneficiaries to this CONTRACT and that no third party shall be entitled to assert a right or claim against either of them based upon this CONTRACT.

7.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

David Santucci, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

7.7 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this CONTRACT and that each is, therefore, a material term hereof.

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

7.8 SEVERANCE

In the event a portion of this CONTRACT is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to

terminate this CONTRACT. An election to terminate this CONTRACT based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.9 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this CONTRACT and acknowledge that the preparation of this CONTRACT has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this CONTRACT shall be interpreted as to its fair meaning and not strictly for or against any party.

7.10 VENUE AND WAIVER OF JURY TRIAL

By entering into this CONTRACT, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this CONTRACT. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward CITY, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

7.11 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this CONTRACT and executed by the CITY's Signature and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

7.12 PRIOR CONTRACTS

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

7.13 REPRESENTATION OF AUTHORITY

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

7.14 MULTIPLE ORIGINALS

Multiple copies of this CONTRACT may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

7.15 SCRUTINIZED COMPANIES

7.15.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this

CONTRACT at its sole option if CONTRACTOR or its subcontractors are found to have submitted a false certification; or if CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the CONTRACT.

7.15.2 If this CONTRACT is for more than one million dollars, CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this CONTRACT at its sole option if CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the CONTRACT.

7.15.3 CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under this CONTRACT.

7.15.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above- stated contracting prohibitions then they shall become inoperative.

7.16 VERIFICATION OF EMPLOYMENT ELIGIBILITY

CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this CONTRACT. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

7.17 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

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IN WITNESS WHEREOF the parties have caused these presents to be executed.

WITNESSES:

K. H. Gillyard
[Signature]

CITY OF DEERFIELD BEACH

By: David Santucci
DAVID SANTUCCI, CITY MANAGER

Date: 10/3/2022

ATTEST:

DocuSigned by:
Samantha Gillyard
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka
ANTHONY C. SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

(Witness)

(Corporate Seal, if applicable)

Door Systems of South Florida
(Corporation Name)

By: Blair Novy
(Signature)

Blair Novy President
(Type Name/Title Signed Above)

Date: 9/30/2022

EXHIBIT "A"
CONTRACTOR'S RESPONSE



22-24-PC Addendum 3

Door Systems of South Florida

Supplier Response

Event Information

Number: 22-24-PC Addendum 3
Title: Purchase and Installation, Service and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors
Type: Invitation to Bid
Issue Date: 4/22/2022
Deadline: 5/12/2022 02:00 PM (ET)
Notes: The City of Deerfield Beach is soliciting sealed responses from vendors for the Purchase and Installation, Service and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors in accordance with the terms, conditions, scope of services of this formal competitive solicitation.

Contact Information

Contact: Paul Collette, Buyer

Address: Purchasing and Contract Administration Division
A
2nd
401 SW 4th Street
Deerfield Beach, FL 33441

Phone: (954) 480-4418

Fax: (954) 480-4388

Email: pcollette@deerfield-beach.com

Door Systems of South Florida Information

Address: 1300 NW 15th Avenue
Pompano Beach, FL 33069
Phone: (954) 935-7000
Fax: (954) 935-7050
Email: bzeigen@doorsystemssfl.com
Web Address: www.doorsystemssfl.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Response, together with all documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Blair Novy
Signature

bnovy@doorsystemssfl.com
Email

Submitted at 5/11/2022 11:14:02 AM

Requested Attachments

Experience and Qualifications

Qualifications Combined.pdf

Describe the entities experience and qualifications. Include resumes of key individuals and staff. Provide information on how your firm meets or exceeds the minimum qualifications required

Current and Past Performances

References.docx

Offeror shall identify three (3) current and past performances within a minimum of three (3) years where the Offeror has provided similar services as requested in this solicitation. Please provide the following information for each performance: 1. The name of owner and year(s) performed the services. 2. A description of the services. 3. A reference, including a contact name, addresses and phone number. This reference should be the staff member who was in involved with the services.

Preventative Maintenance Pricing - Exhibit 1A thru Exhibit 16

PM Pricing Sheets.pdf

Offerors shall complete and submit the Preventative Maintenance Pricing - Exhibit 1A thru Exhibit 16 with their Response Attachments.

Ethics Code Disclosure

Ethics Disclosure.pdf

a. Include a listing of all campaign contributions to a City of Deerfield Beach Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company):
b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Certified Business Entity (CBE) Certification

No response

Submit a copy of your firms CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 21.

Exhibit A - Fixed Percentage Discount, Mark-up, Installation

Exhibit A Fixed %.pdf

Offerors shall complete and submit Exhibit A - Fixed Percentage Discount, Mark-up, Installation with their Response Attachments.

Attachment A – Vendor Performance Reference Verification Survey Form

CCF_000396.pdf

Offerors shall complete the Vendor Performance Reference Verification Survey Form and shall be completed by your five (5) references and provide it with your Response Attachments.

Attachment C - E-Verify Compliance Verification Form

E Verification.pdf

Offeror shall complete this form and submit with their response.

Copies of Applicable Licenses, Certifications & Accreditation

2022 BROWARD CC.pdf

Submit copies of any required licenses, certifications and/or accreditations that are required to perform the work, applicable to the work, or relative to support your firm's qualifications.

Proof of Insurability

City of Fort Lauderdale.pdf

Provide proof of insurability meeting the minimum insurance requirements stated in the Insurance Requirements. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.

Local Business Tax Receipt

Broward BTR.pdf

Submit a copy of your firms local business tax receipt for the principal place of business.

Corporate Annual Report

Annual Report.pdf

Provide a copy of your most recent corporate annual report submitted to the Florida Division of Corporations (Sunbiz).

W-9 Form

W9 Signed 2022.pdf

Submit a copy of your firms W-9 Form.

PDF Combined Bid Package Responses

2022 Bid Package COMBINED.pdf

Provide one PDF document with all your bid package responses.

Bid Attributes**1 Addendum 1**

Addendum 1 - issued to make changes to the ITB documents (under Attachments Tab: added Exhibit D - Co-op Bid Cover Page; added Exhibit 13, Exhibit 14 and Exhibit 15; under Line Items: added 2.19 - Exhibit 15)

2 Addendum 2

Addendum 2 - issued to make changes to the ITB documents (under Attachments Tab: Item 15 - changed Description from Semi-Annual to Annual; Item 22 - changed the Description from Exhibit 10 to Exhibit 9; Item 23 - changed the Description from Exhibit 11 to Exhibit 10; Item 27 - replace Exhibit 14 with revised Exhibit 14 only changed the Exhibit 14A to Exhibit 14 in the header of the document; added Item 29 - Exhibit 16 and Item 30 - Exhibit 17; under Response Attachment Tab: Item 3 - revised the language from Exhibit 1 thru Exhibit 24 to Exhibit 1A thru 16; under Line Items Tab: Item 2.6 - changed Description from Semi-Annual to Annual; added Item 2.20 - Exhibit 16 and Item 2.21 - Exhibit 17).

3 Addendum 3

Addendum 3 - issued to make changes to the ITB documents (under Attachments Tab: replace Exhibit 15 with revised Exhibit 15; under Line Items: added 5 and 6)

4 Drug-Free Workplace Programs

Whenever two or more bids, proposals, or replies that 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, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

5 Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement.

☒ I Affirm (Vendor Indemnifies City)

6 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation;
2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response;
3. Such response is genuine and is not a collusive or sham response;
4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirmant.

☒ I Affirm (Non-Collusion Affirmed)

7 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime 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 F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

☒ I affirm (Affirmed)

8 Local Vendor Affirmation

1. Vendor affirms it has a principal place of business located within the City of Deerfield Beach for a period of at least one year prior to the date of the release of this solicitation as evidenced by a local business tax receipt. VENDOR SHALL ATTACH LOCAL BUSINESS TAX RECEIPT TO THE RESPONSE.
2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am a local vendor with no derogatory history

9 Ethics Code Disclosure

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

10 Completing the Statements of Qualification

All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.

11 Individuals with legal authority to contract

In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business.

IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.

12 Compliance with Florida Factitious Name Statute

If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.

13 Former Business Names

Under what other former names has your organization or principals holding at least 30% interest operated?

14 Years of Experience

How many years has your company been in business providing the products and services that are subject to this solicitation?

15 References

Please confirm you have provided your references on the attached reference sheet. References will be checked and complete and accurate contact information is required.

☒ I have completed and attached my references (Provided)

16 Licenses and Certifications

I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals.

☒ Yes (Yes)

17 Use of Subcontractors

Will you be using any subcontractors?

1
8**List of Subcontractors**

If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program.

None

1
9**Default and Non-Performance History**

Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details.

No

2
0**Litigation History**

Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?

None

2
1**Conflicts of Interest**

Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.

None

2
2**Verification of Employment Status**

The successful Offeror affirms to comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the successful proposer, the successful proposer *may not be awarded a public contract for a period of 1 year after the date of termination.*

☒ I Affirm (Complies with E-Verify Requirement)
2
3**Attachment A – References & Vendor Performance Reference Verification Survey Form**

Offerors shall complete the Vendor Performance Reference Verification Survey Form shall be completed by your five references and provide it with your Response Attachments.

☒ I have completed and attached my references (Provided)
2
4**Background Check Affidavit**

Offeror affirms to conduct background checks in accordance to the City's Background Check Affidavit (Attachment D) if awarded the contract.

☒ I Affirm (I Affirm)

2
5**Criminal Litigation History**

Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?

None

Bid Lines

1

Package Header

Labor Rates during normal business hours (Monday - Friday 8:00 a.m. - 5:00 p.m.); Labor Rates after normal business hours (5:01 p.m. - 7:59 a.m.); Labor Rates (Saturday and Sunday, Anytime); Labor Rates (Holidays, Anytime).

Quantity: 1 Total: \$750.00 **Package Items****1.1 Mechanic - Labor Rates during normal business hours (Monday - Friday, 8:00 a.m. - 5:00 p.m.)**

Quantity: 1 UOM: hr Unit Price: \$70.00 Total: \$70.00

1.2 Helper - Labor Rates during normal business hours (Monday - Friday, 8:00 a.m. - 5:00 p.m.)

Quantity: 1 UOM: hr Unit Price: \$50.00 Total: \$50.00

1.3 Mechanic - Labor Rates after normal business hours (Monday - Friday, 5:01 p.m. - 7:59 a.m.)

Quantity: 1 UOM: hr Unit Price: \$105.00 Total: \$105.00

1.4 Helper - Labor Rates after normal business hours (Monday - Friday, 5:01 p.m. - 7:59 a.m.)

Quantity: 1 UOM: hr Unit Price: \$75.00 Total: \$75.00

1.5 Mechanic - Labor Rates (Saturday and Sunday, Anytime)

Quantity: 1 UOM: hr Unit Price: \$105.00 Total: \$105.00

1.6 Helper - Labor Rates (Saturday and Sunday, Anytime)

Quantity: 1 UOM: hr Unit Price: \$105.00 Total: \$105.00

1.7 Mechanic - Labor Rates (Holidays, Anytime)

Quantity: 1 UOM: hr Unit Price: \$140.00 Total: \$140.00

1.8 Helper - Labor Rates (Holidays, Anytime)

Quantity: 1 UOM: hr Unit Price: \$100.00 Total: \$100.00

2

Package Header

Preventative Maintenance (Annual, Semi-Annual and Quarterly) for various Co-op Agencies as listed in Exhibit 1 thru Exhibit 24.

Quantity: 1 Total: \$129,500.00 **Package Items****2.1 Exhibit 1A - Annual Preventative Maintenance for Broward Sheriff's Office as per Scope of Services.**

Quantity: 1 UOM: Lump Sum Unit Price: \$5,180.00 Total: \$5,180.00

2.2 Exhibit 1B - Semi-Annual Preventative Maintenance for Broward Sheriff's Office as per Scope of Services.Quantity: 1 UOM: Lump Sum Unit Price: \$10,360.00 Total: \$10,360.00**2.3 Exhibit 2 - Semi-Annual Preventative Maintenance for City of Coral Springs as per Scope of Services.**Quantity: 1 UOM: Lump Sum Unit Price: \$13,360.00 Total: \$13,360.00**2.4 Exhibit 3A - Quarterly Preventative Maintenance for City of Deerfield Beach as per Scope of Services.**Quantity: 1 UOM: Lump Sum Unit Price: \$9,040.00 Total: \$9,040.00**2.5 Exhibit 3B - Semi-Annual Preventative Maintenance for City of Deerfield Beach as per Scope of Services.**Quantity: 1 UOM: Lump Sum Unit Price: \$480.00 Total: \$480.00**2.6 Exhibit 4 - Annual Preventative Maintenance for City of Greenacres as per Scope of Services.**Quantity: 1 UOM: Lump Sum Unit Price: \$960.00 Total: \$960.00**2.7 Exhibit 5 - Annual Preventative Maintenance for City of Lauderdale Lakes as per Scope of Services.**Quantity: 1 UOM: Lump Sum Unit Price: \$2,640.00 Total: \$2,640.00**2.8 Exhibit 6 - Annual Preventative Maintenance for City of Pompano Beach as per Scope of Services.**Quantity: 1 UOM: Lump Sum Unit Price: \$18,960.00 Total: \$18,960.00**2.9 Exhibit 7A - Semi-Annual Preventative Maintenance for City of Sunrise as per Scope of Services.**Quantity: 1 UOM: Lump Sum Unit Price: \$3,640.00 Total: \$3,640.00**2.10 Exhibit 7B - Annual Preventative Maintenance for City of Sunrise as per Scope of Services.**Quantity: 1 UOM: Lump Sum Unit Price: \$4,260.00 Total: \$4,260.00**2.11 Exhibit 8A - Annual Preventative Maintenance for City of Tamarac as per Scope of Services.**Quantity: 1 UOM: Lump Sum Unit Price: \$2,100.00 Total: \$2,100.00**2.12 Exhibit 8B - Semi-Annual Preventative Maintenance for City of Tamarac as per Scope of Services.**Quantity: 1 UOM: Lump Sum Unit Price: \$4,200.00 Total: \$4,200.00**2.13 Exhibit 9 - Semi-Annual Preventative Maintenance for Town of Palm Beach as per Scope of Services.**Quantity: 1 UOM: Lump Sum Unit Price: \$2,400.00 Total: \$2,400.00**2.14 Exhibit 10 - Semi-Annual Preventative Maintenance for City of Aventura as per Scope of Services.**Quantity: 1 UOM: Lump Sum Unit Price: \$360.00 Total: \$360.00**2.15 Exhibit 11 - Semi-Annual Preventative Maintenance for City of Weston as per Scope of Services.**Quantity: 1 UOM: Lump Sum Unit Price: \$2,400.00 Total: \$2,400.00**2.16 Exhibit 12 - Semi-Annual Preventative Maintenance for City of Margate as per Scope of Services.**Quantity: 1 UOM: Lump Sum Unit Price: \$3,960.00 Total: \$3,960.00**2.17 Exhibit 13 - Quarterly Preventative Maintenance for City of Fort Lauderdale as per Scope of Services.**Quantity: 1 UOM: Lump Sum Unit Price: \$30,960.00 Total: \$30,960.00**2.18 Exhibit 14 - Semi-Annual Preventative Maintenance for City of West Palm Beach as per Scope of Services.**Quantity: 1 UOM: Lump Sum Unit Price: \$8,840.00 Total: \$8,840.00**2.19 Exhibit 15 - Annual Preventative Maintenance for City of North Lauderdale as per Scope of Services.**Quantity: 1 UOM: Lump Sum Unit Price: \$1,440.00 Total: \$1,440.00**2.20 Exhibit 16 - Semi-Annual Preventative Maintenance for Town of Davie as per Scope of Services.**Quantity: 1 UOM: Lump Sum Unit Price: \$3,480.00 Total: \$3,480.00

2.21 Exhibit 17 - Semi-Annual Preventative Maintenance for City of Hallandale Beach as per Scope of Services.Quantity: 1 UOM: Lump Sum Unit Price: Total: **3 Cost-Plus Percentage Markup on Parts.**UOM: Percentage Total: **4 Equipment Rental (examples: scissor lift, hydraulic lifts, etc.)**Quantity: 1 UOM: hr Unit Price: Total:

Item Notes: Offerors shall provide an hourly cost for equipment rental.

5 Equipment Rental (examples: scissor lift, hydraulic lifts, etc.)Quantity: 1 UOM: day Unit Price: Total:

Item Notes: Offerors shall provide an hourly cost for equipment rental.

6 Equipment Rental (examples: scissor lift, hydraulic lifts, etc.)Quantity: 1 UOM: wkly Unit Price: Total:

Item Notes: Offerors shall provide an hourly cost for equipment rental.

Response Total: \$130,310.00

EXHIBIT “B”

SCOPE OF SERVICES

City of Deerfield Beach
Purchase and Installation, Service and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors,
ITB #22-24-PC

SECTION VI - SCOPE OF SERVICES

1. General Requirements

The City of Deerfield Beach (the City) invites qualified and experienced vendors to submit bids to provide the City and participating members of the Southeast Florida Governmental Purchasing Co-Operative Group with the Purchase and Installation, Service and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors for various City and Co-operative Agencies facilities. Any further reference in the Invitation to Bid to the City shall apply to all participating agencies referenced in this ITB. Due to the Co-operative nature of this contract involving several agencies, it may be necessary to establish a multiple award contract for the products and services pertaining to this ITB.

2. Participating Agencies

The following agencies are active participants in the Southeast Florida Governmental Purchasing Co-operative Group and have indicated their willingness to participate in this contract. Estimated annual expenditures, contact information, and addresses are provided below.

NORTHERN ZONE

BROWARD SHERIFF'S OFFICE

Estimate annual expenditure: \$25,000.00
2601 W. Broward Blvd
Ft Lauderdale, FL 33312
Contact: Aurret Gil
Phone: (954) 831-8170
aurret_gil@sheriff.org

CITY OF CORAL SPRINGS

Estimate annual expenditure: \$32,000.00
9500 W. Sample Road
Coral Springs, FL 33065
Contact: Nick Orcutt
Phone: (954) 344-1103
Fax: (954) 344-1186
norcutt@coralsprings.org

CITY OF DEERFIELD BEACH

Estimate annual expenditure: \$12,000.00
401 SW 4th Street
Deerfield Beach, FL, 33441
Contact: Amirali Nilchian
Phone: (954) 480-4315
Fax: (954) 344-1186
anilchian@deerfield-beach.com

CITY OF GREENACRES

Estimate annual expenditure: \$5,000.00
5800 Melaleuca Lane
Greenacres, FL 33463
Contact: Monica Powery
Phone: (561) 642-2039
Fax: (561) 642-2037
mpowery@greenacresfl.gov

CITY OF LAUDERDALE LAKES

Estimate annual expenditure: \$3,000.00
4300 NW 36th Street
Lauderdale Lakes, FL 33319
Contact: Bobbi Williams
Phone: (954) 535-2816
Fax: (954) 535-1892
bobbwi@lauderdalelakes.org

City of Deerfield Beach

Purchase and Installation, Service and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors,
ITB #22-24-PC

CITY OF MARGATE

Estimate annual expenditure: \$15,000.00
5790 Margate Blvd
Margate, FL 33063
Contact: Spencer Shambray
Phone: (954) 935-5341
Fax: (954) 935-5258
sshambray@margatefl.com

CITY OF POMPANO BEACH

Estimate annual expenditure: \$10,000.00
1190 NE 3rd Avenue, Bldg C
Pompano Beach, FL 33060
Contact: Jeffrey English
Phone: (954) 786-4098
Fax: (954) 786-4168
Jeffrey.english@copbfl.com

CITY OF TAMARAC

Estimate annual expenditure: \$10,000.00
7525 NW 88TH Avenue
Tamarac, FL 33321
Contact: Keith Glatz
Phone: (954) 597-3570
Fax: (954) 597-3565
keithg@tamarac.org

CITY OF WEST PALM BEACH

Estimated annual expenditure: \$60,000.00
1306 Allendale Rd,
West Palm Beach FL 33405
Contact: Jeff Rockhill
O: 561-804-4749
C: 561-323-3205
jrockhill@wpb.org

CITY OF PARKLAND

Estimate annual expenditure: \$10,000.00
6500 Parkside Drive
Parkland, FL 33067
Contact: Anthony Cariveau
Phone: (954) 757-4177
Fax: (954) 341-5161
acariveau@cityofparkland.org

CITY OF SUNRISE

Estimate annual expenditure: \$20,000.00
10770 W Oakland Park Blvd
Sunrise, FL 33351
Contact: Holly Raphaelson
Phone: (954) 572-2202
Fax: (954) 578-4809
hraphaelson@sunrisefl.org

TOWN OF PALM BEACH

Estimate annual expenditure: \$10,000.00
951 Old Okeechobee Road, Suite D
West Palm Beach, FL 33401
Contact: Dean Mealy
Phone: (561) 227-7001
Fax: (561) 835-4688
dmealy@townofpalmbeach.com

CITY OF NORTH LAUDERDALE

Estimated annual expenditure: \$5,000.00
701 SW 71st Avenue
North Lauderdale, FL 33068
Contact: Andrew Rozwadowski
Phone: 954-597-4776
Fax: 954-597-4818
arozwadowski@nlauderdale.org

CITY OF FORT LAUDERDALE

Estimated annual expenditure: \$95,000.00
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301
Contact: Stefan Mohammed
Phone: 954-828-5351
Fax: 954-828-5576
SMohammed@fortlauderdale.gov

City of Deerfield Beach
Purchase and Installation, Service and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors,
ITB #22-24-PC

SOUTHERN ZONE

TOWN OF DAVIE

Estimate annual expenditure: \$15,000.00
6951 Orange Drive
Davie, FL 33314
Contact: Jenna Albers
Phone: (954) 797-1131
Fax: (954) 797-1049
jalbers@davie-fl.gov

CITY OF HALLANDALE BEACH

Estimated annual expenditure: \$10,000.00
630 NW 2nd Street
Hallandale Beach, FL 33309
Contact: Andrea Lues
Phone: (954) 457-1332
Fax: (954) 457-1342
alues@cohb.org

CITY OF WESTON

Estimated annual expenditure: \$5,000.00
2599 S. Post Road
Weston, FL 33310
Contact: Martha Perez-Garviso
Phone: (954) 385-2000
Fax: (954) 385-2610
mperezgarviso@westonfl.org

CITY OF NORTH MIAMI BEACH

Estimated annual expenditure: \$10,000.00
17011 NE 19th Avenue
North Miami Beach, FL 33162
Contact: Eugene Baer
Phone: 305-948-2936
Fax: 305-919-1838
Eugene.baer@citynmb.com

CITY OF AVENTURA

Estimated annual expenditure: \$5,000.00
19200 W Country Club Drive
Aventura, FL 33180
Contact: Indra Sarju
Phone: 305-466-8925
Fax: 305-466-8939
sarjui@cityofaventura.com

City of Deerfield Beach
Purchase and Installation, Service and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors,
ITB #22-24-PC

3. Scope of Services

- a. The services to be performed by the Contractor shall consists of furnishing all labor, parts and material, equipment, tools, supervision, travel, insurances, permits and incidentals necessary to provide full repair service, including installations, inspections, adjustments, test, and repairs to keep the overhead roll-up doors and grills, and hydraulic bi-fold doors in continuous useand efficiency for the intended purpose.
- b. The Successful Offeror shall have an established service shop in Broward County, Palm Beach County or Dade County for a minimum period of three (3) years specializing in selling and repairing of overhead coiling, roll-up doors and grills, and hydraulic bi-fold doors.
- c. The Contractor shall provide all labor, parts and material, equipment and tools required for therepair of manual and electric powered overhead coiling, roll-up doors and grills, and hydraulic bi-fold doors at the locations specified in the bid documents.
 - i. All work performed shall return mechanical equipment to original equipment specifications and performance. Contractor shall have the experience and capability for repairing all manufacturer types and sizes of doors listed in this Invitation to Bid.
 - ii. All equipment shall be serviced in a manner, which meets or exceeds the requirements of the original manufacturer and their specifications.
 - iii. The Contractor shall provide replacement parts as required during the term of the contract. Only Original Equipment Manufacturer (OEM) parts shall be utilized unless authorized by the Contract Administrator or his/her designee.
 - iv. Work shall be accomplished during normal business hours Monday through Friday (8:00 a.m. to 5:00 p.m.) unless otherwise scheduled by the Contract Administrator or his/her designee. Work hours may continue past a normal eight (8) hour work shift if required. Overtime hours shall be from 5:01 p.m. to 7:59 a.m., Monday through Friday and all hours Saturday and Sunday and approved holidays of the trade. Overtime hours shall be approved prior to work being performed by the Contract Administrator or his/her designee.
 - v. Contractor shall have communication capabilities for 24 hours per day/7 days per week.A telephone answering system will not be acceptable.
 - vi. During normal working hours the Contractor must respond on-site within two (2) hours after receiving a call. For emergency service called in after normal working hours, the Contractor shall respond by phone within fifteen (15) minutes and on site within two (2) hours, unless other arrangements are made by the Contract Administrator or his/her designee.
 - vii. The Fire Rescue Department and Police Department require emergency service and repairs 24 hours per day/7 days per week. The continuous uninterrupted and satisfactory operation of the overhead roll-up doors and grills, and hydraulic bi-fold doors is a vital factor in the ability of the Fire Rescue Department and Police Department to respond ina timely manner to their emergency calls. Due to the nature of the emergency services performed by Public Safety Agencies, the Contractor shall provide all Public Safety facilities priority on service calls 24 hours a day/7 days per week.

City of Deerfield Beach
Purchase and Installation, Service and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors,
ITB #22-24-PC

- viii.** All repairs shall include diagnosis, removal and replacement of defective electrical and mechanical components, as required.
- d.** The Contractor may be required to submit a written estimate on each job if the cost of repairs exceeds two hundred dollars (\$200.00). The written estimate shall be based on the requirements of labor hours for each classification (mechanic, helper), parts and material, etc. for a specific repair job. The written estimate shall be broken down by hours per mechanic and helper and a separate price for parts and materials. The date of completion of the repairs shall be included. Lump sum estimates shall not be accepted. If requested, the Contractor shall include with the written estimate the cost of new equipment versus the repair of the unit. Price quotations shall remain firm for thirty (30) days. The preparation of all price quotations shall be provided at no cost or obligation to the City.
- e.** Contractor shall bill for actual time spent at the job site for servicing and repairing the equipment. The hourly rate per call, whether equipment is repaired/serviced at the site or at the Contractor's shop, shall remain fixed throughout the term of the contract. Payment will be made only for actual work completed and time will be pro-rated as the actual time spent at the job site. All mileage and/or travel time shall be included in the hourly rate.
- i.** The first hour of the service call shall only be charged once per repair i.e. after the initial service call, all subsequent half hours shall be as per the hourly rate specified on the BidSchedule pages even if the Contractor leaves the job site and returns another time to complete the job. Helper charges will only be charged when necessary. Contractor maybe requested to justify the need for a helper.
- f.** Contractor shall stock on the service truck, if possible, all parts necessary to make repairs at the time of first response. In the event repairs cannot be completed at the first service call, the Contractor shall complete the repairs within forty-eight (48) hours after the initial call for repairs.
- g.** When an immediate repair is not possible, the Contractor may be requested to secure the overhead roll-up door or grill, or hydraulic bi-fold door in the closed position or to the greatest extent practical in order to protect the integrity of the facility, its occupants and contents.
- h.** In the event that a repair takes more than three (3) days to complete, the Contractor shall provide a daily progress report to the Contract Administrator or his/her designee. The Contractor shall make status calls to the Contract Administrator or his/her designee on the expected completion time for each job.
- i.** If the job completion extends beyond twelve (12) days without the approval from the Contract Administrator or his/her designee, the City reserves the right to secure three (3) competitive quotes and award the job to another vendor.
- j.** All new equipment with manufacturer's warranty shall be installed and serviced only by an authorized service representative of the manufacturer for the duration of the warranty period. It shall be the authorized service representative responsibility for obtaining any reimbursements of payment due for performance of repair installation of parts guaranteed under any manufacturer's warranties from the manufacturer. The City will not be billed for any repairs made under the manufacturer's warranty.

City of Deerfield Beach
Purchase and Installation, Service and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors,
ITB #22-24-PC

- k. Offerors shall provide a fixed percentage discount or mark-up for various parts and new equipment required for repairs and replacement to overhead roll-up doors and grills, and hydraulic bi-fold doors.

4. Preventive Maintenance

- a. Preventive Maintenance shall be requested by the City and Co-operative Agencies as an option in this bid. Offerors shall provide a total Lump Sum for Exhibit 1 thru Exhibit 24 as listed under Bid Line Items for overhead roll-up doors and grills, and hydraulic bi-fold doors. The City and all the other Co-operative Agencies are under no obligation to select the preventive maintenance program as part of their contract. Participation will vary from each Co-operative Agency.
- b. Offerors shall provide pricing for Exhibit 1 thru Exhibit 24 and submit them with their Response Attachments.
- c. The Successful Offeror(s) shall provide annual, semi-annual and quarterly inspection service/preventive maintenance service calls or as listed in the Bid Line Items, Exhibit 1 thru Exhibit 24.
- d. Preventive maintenance program shall include preventive and remedial maintenance, not limited to:
- i. Adjustments
 - ii. Lubrications
 - iii. Hydraulic fluid and seals
 - iv. Replacement parts
 - v. Verification of proper calibration
 - vi. Performance of an electrical check
 - vii. Mechanical operations are consistent with applicable product specifications
- e. Contractor shall provide the City with a written report to identify any replaced parts or recommendation for replacement parts after each repair and/or inspection.
- f. Contractor shall schedule the preventative maintenance with each Co-operative Agency. The schedules will vary with each Co-operative Agency.

5. Quality Control

Contractor shall be required to establish a written quality control program to insure requirements of the contract. A list of quality control requirements are as follows:

- Record of response performance
- Total elapsed time from receipt of call to arrival at the job site.
- Number of trips required to complete each repair/installation.
- Number of mechanics and/or helpers required to complete each repair.

6. Doors

Contractor shall replace overhead roll-up doors with 22-gauge galvanized steel doors, and overhead sectional/slot doors with 24-gauge galvanized steel with trusses or the latest code

City of Deerfield Beach
Purchase and Installation, Service and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors,
ITB #22-24-PC

requirements, and hydraulic bi-fold doors with 24-gauge galvanized steel. Doors shall be electrically operated and furnished with three (3) handheld remote-control units. All overhead roll-up doors and grills, and hydraulic bi-fold doors shall meet the manufacturer's specifications.

7. Installation

- a. All installations shall also include off-loading all items to interim locations as directed by the Contract Administrator or his/her designee. Items shall be unpacked from all cartons, boxes, etc., assembled, set-in place, prepared and ready for use. Contractor shall remove all trash and debris to the satisfaction of the City.
- b. Any installation work that requires 120-volt electrical hook-up shall require a City permit and provide the City with proof of subcontractors State of Florida Certified Electrical Contractor License prior to any work.

8. Warranty

- a. Upon installation, all overhead roll-up doors, overhead sectional/slot doors and grills, and bi-fold doors shall include all parts and materials necessary for its complete operation. All products must comply with specifications in accordance with the National Fire Protection Association (NFPA). All the doors must be guaranteed for the period specified under manufacturer's warranty period. All labor and workmanship for replacement parts and supplies shall be fully warranted and guaranteed for a minimum of one (1) year from date of completion and acceptance. The contract is required to expressly warrant that all items are new and free from defects warranted for their merchantability and meet the performance specification of the original equipment.
- b. The Contractor shall address unsatisfactory work within twenty-four (24) hours of notification by the Contract Administrator or his/her designee.

9. Miscellaneous Materials, Equipment, and Parts

- a. The Contractor will be allowed to invoice for miscellaneous materials and equipment. Miscellaneous materials and equipment are defined as materials or equipment that are already owned by the Contractor and are incidentally used to complete the repairs or installation. The cost of miscellaneous materials and parts shall not exceed \$200 per repair without the approval of the City's Contract Administrator or his/her designee. Miscellaneous materials and equipment are not intended to be abused by the contractor; therefore, it will require the approval of the Contract Administrator or his/her designee. A decision by the Contract Administrator or his/her designee pertaining to invoicing of miscellaneous materials and equipment is final, whether it is in favor or against the Contractor. No back up will be required for the invoicing of miscellaneous materials or equipment; however, the Contractor will be required to list such miscellaneous items on the invoice, already owned by his company, and used for invoiced repairs or installation.
- b. The contractor will be allowed to invoice for miscellaneous parts used to complete installation and/or repairs. For all other manufacturer's not listed in Lot 1 of Exhibit A, the Bidders shall provide a fixed percentage discount or mark-up on manufacturer's suggested list price. This discount or mark-up shall be applied to all parts among all manufacturer's available from the Contractor and not specifically listed on this bid.

City of Deerfield Beach

Purchase and Installation, Service and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors,
ITB #22-24-PC

10. Service Tickets

The Contractor will be required to complete a separate service ticket for each piece serviced. Contractor shall complete the service ticket showing the following information:

- Description of problem
- Description of service performed
- Equipment's Manufacturer, Model Number and Serial Number
- Location where service was performed
- Parts used, if any
- Name of technician who performed the service
- Date of service (start and completion time)

11. Service Records

The Contractor shall allow the City free and complete access to its records and enable an audit of the performance of contract in this respect. The Contractor will be required to maintain a service history of each and every equipment listed under this contract. (This service will be performed at no additional charge).

12. Authorization to Request Service and Repair

A list of City personnel authorized to request service and repair work shall be provided to the Successful Offeror(s) prior to any work.

13. Security

- a. The awarded Contractor shall be required by several Co-operative Agencies to complete a "CONTRACTOR PASS REQUEST FORM" (Refer to Attachments, Exhibit B), with photo identification of all personnel authorized to be on City property, including but not limited to Fire Rescue Stations, Police Departments, Utility and Water Plants. This form shall be sent to the Successful Offeror(s) with the notification of award letter(s) and shall be returned to the Purchasing Division when completed.
- b. Personnel additions and/or deletions shall be reported to the City's Contract Administrator or his/her designee within twenty-four (24) hours of the change in writing via fax or e-mail to the Co-op Agency utilizing the security notification form that will be provided to the Successful Offeror(s).
- c. All personnel shall report to the City's designated representative at each site for check-in upon arrival at any City facility. Photo identification of person, their purpose of visit, and name of contact person at the City facility, shall be required for entry. Contractor shall ensure that only authorized personnel perform the services requested by the City.
- d. Upon leaving Utility premises, all personnel shall be required to check out with the Security Guard or Operator on duty.
- e. The awarded Contractor shall be held responsible for complying with these procedures. Some Agencies may require the Contractor to provide preventative maintenance with (48) hours of notification by the Agency.

14. Additions/Deletions/Changes

The City and participating Co-operative Agencies reserve the right to add, delete, or change the Overhead Doors, Grills and Hydraulic Bi-Fold Doors requiring service and maintenance in

City of Deerfield Beach

Purchase and Installation, Service and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors,
ITB #22-24-PC

accordance with the terms, conditions and scope of service contained in this ITB. The Contractor shall provide a credit based on the prices submitted by the Contractor when equipment is deleted. Pricing for additions shall be consistent with the prices contained in the Bid Line Items.

15. Protection of Property

- a. The Contractor shall at all times guard against damage or loss to City property (includes road, facilities, sewers, signage, utilities, irrigation system, plant material, etc.) and any other persons in or around the work site, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages or loss immediately to the Parks Superintendent or his designee or Code Compliance.
- b. Replacement or repairs shall begin within forty-eight (48) hours of the incident that caused the damage. Failure to restore said damage shall result in a deduction from the Contractor's payment for the City's expenses incurred to restore the property to its original condition.
- c. The Contractor and its subcontractor(s) shall clean, repair or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.

16. Quality Assurance

All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the materials and workmanship on the job throughout the duration of his/her responsibility.

17. Contractor's Personnel

- a. The Successful Offeror(s) shall provide the City with a list of all personnel (including supervisory personnel) assigned to the contract. The list shall include the names, emergency telephone and cellular phone numbers. The Contractor shall be responsible for keeping this list up to date.
- b. The City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interests of the City. Contractor shall immediately remove any employee engaged in conduct involving drugs, alcohol consumption or use or possession of firearms/weapons on City premises. The City shall not have any duty to implement or enforce such requirements and such obligation shall be the sole responsibility of the Contractor to immediately address upon the City's notification to the Contractor's supervisory staff on-site or the managerial point of contact designated to the contract.
- c. The Contractor's personnel performing work on City property shall be in uniforms with the company's name, clean, courteous, sober and competent. The Contractor agrees to be responsible for such personnel. All Contractor's personnel dealing with the public under this contract, shall be identified by name through the use of a nametag or embroidered name on his/her uniform and a photo identification badge. Working without a shirt and proper identification is not permitted and shall be grounds for removal from City property. The Contractor agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for acts of their personnel while on duty.

City of Deerfield Beach
Purchase and Installation, Service and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors,
ITB #22-24-PC

- d. At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the "English" language.
- e. All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them.

18. Contractor's Vehicles

- a. Contractor's vehicles used for the maintenance services shall be clean and presentable, in good working condition, identified with the name of the company and properly licensed.
- b. Contractor's vehicles will have assigned vehicle ID #'s and display company name and logo so City staff can denote which vehicles were working at which locations during site inspections.

19. Miscellaneous Materials, Equipment, and Parts

- a. The Contractor will be allowed to invoice for miscellaneous materials and equipment. Miscellaneous materials and equipment are defined as materials or equipment that are already owned by the Contractor and are incidentally used to complete the repairs or installation. The cost of miscellaneous materials and parts shall never exceed \$200 per repair. Miscellaneous materials and equipment are not intended to be abused by the contractor; therefore, it will require the approval of the Contract Administrator or his/her designee. A decision by the Contract Administrator or his/her designee pertaining to invoicing of miscellaneous materials and equipment is final, whether it is in favor or against the Contractor. No back up will be required for the invoicing of miscellaneous materials or equipment; however, the Contractor will be required to list such miscellaneous items on the invoice, already owned by his company, and used for invoiced repairs or installation.
- b. The contractor will be allowed to invoice for miscellaneous parts used to complete installation and/or repairs. For all other manufacturer's not listed in Lot 1 of Exhibit A, the Bidders shall provide a fixed percentage discount or mark-up on manufacturer's suggested list price. This discount or mark-up shall be applied to all parts among all manufacturer's available from the Contractor and not specifically listed on this bid.
- c. The contractor will be allowed to invoice for miscellaneous parts used to complete installation and/or repairs. For all other manufacturer's not listed in Lot 1 of Exhibit A, the Bidders shall provide a fixed percentage discount or mark-up on manufacturer's suggested list price. This discount or mark-up shall be applied to all parts among all manufacturer's available from the Contractor and not specifically listed on this bid.