

November 29, 2010

To: All Prospective Bidders

City of Key West Bid No. 11-004 – Elevator/Lift Maintenance and Service contains the following documents:

- a. ✓ Cover letter one (1) page in length
- b. ✓ General Conditions of Invitation to Bid four (4) pages in length
- c. ✓ Statement of No Bid one (1) page in length
- d. ✓ Specifications seven (7) pages in length
- e. ✓ Bid Response Form two (2) pages in length
- f. ✓ Service Personnel one (1) page in length
- g. ✓ Required permit/license one (1) page in length
- h. ✓ Anti-Kickback Affidavit one (1) page in length
- i. ✓ Local Vendor Certification one (1) page in length
- j. ✓ Public Entity Crimes Certification three (3) pages in length
- k. ✓ Call for Bids one (1) page in length

Please review your bid package to ensure it contains all of these documents. If not, contact Sue Snider, City of Key West Purchasing Agent at (305) 809-3815, immediately, to obtain copies of any missing document(s).

If your firm determines that a "No Bid" response is required, please complete and return the "Statement of No Bid". Firms/corporations submitting to bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Response Forms, Anti-Kickback Affidavit, Public Entity Crimes Certification, copy of current Occupational License.



ThyssenKrupp Elevator Americas



December 28, 2010

Attn: City Clerk
City of Key West
City Hall, 525 Angela Street
Key West, FL 33040

RE: Key West Bid – Vertical Transportation Maintenance

Dear Ms. Snider:

Thank you for the opportunity to provide you with our bid for the aforementioned services. We look forward to further developing our relationship with the City of Key West. We are confident that our extensive resources and capabilities in the South Florida area will allow us to provide you with the highest levels of service in the market.

Your elevators are a major capital investment and a vital part of your building's operation and image. It is important that you receive the best service at a competitive price to achieve the optimal performance and full life expectancy out of your vertical transportation system.

ThyssenKrupp Elevator Customer Benefits:

- The Industry's best and brightest Service Technicians trained on other manufacturer's elevator equipment.
- ThyssenKrupp Elevator currently maintains more than 200 elevators in the Key West and many more throughout Florida.
- Mechanic on Key West 24 hours a day, 7 days a week.
- International Technical Services (ITS) – this ThyssenKrupp Elevator facility is a world-class training, research, and support facility focusing on competitor equipment.
- VIEW – you can see our service in action and access your maintenance records with a click of a mouse online, anytime.
- Parts inventoried in our 36,000 sq. ft. Miami Branch facility, including two warehouses in Key West, keeps elevator downtime to a minimum. This is one of the largest elevator offices in North America. What this means to you is a higher quality of service with the fastest response times possible.
- Coordination of annual inspections and safety test with Inspecting officials.
- After-Hours Service – we dedicate five (5) after hours Service Technicians, one (1) Foreman, and one (1) Supervisor in Dade and Monroe County to keep our response time to a minimum.
- 49 Service Technicians in Dade and Monroe County equates to unrivaled service support for your elevators.
- Unrivaled hurricane emergency response program

With ThyssenKrupp Elevator servicing your elevators, you will have the peace of mind knowing that a detailed preventive maintenance program will be consistently and vigorously performed for the entire term of the contract. This is the only way to maximize the reliability and performance of your vertical transportation.

Thank you again for your consideration. Do not hesitate to call me us at (305) 592-7722 with any questions regarding the above.

Sincerely,


Gibran Gessen
Service Sales Manager

CC: Sue Snider

**GENERAL CONDITIONS
CITY OF KEY WEST**

1. PREPARATION OF BIDS:

Bids will be prepared in accordance with the following:

- (a) The enclosed Bid Response Form is to be used, other forms may be rejected.
- (b) All information required by the BID form shall be furnished. The bidder shall print or type his/her name and manually sign the Bid Response Form plus each continuation sheet on which an entry is made.
- (c) Proposed delivery time must be shown and shall include Sundays and holidays.
- (d) Bidder shall thoroughly examine the specifications, drawings, schedule, instructions, and all other contract documents.
- (e) All proposals shall be submitted in original plus six (6) copies.
- (f) Bidders are advised that all City contracts are subject to all legal requirements provided for in City ordinances and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES:

- (a) Any manufacturer's name trade name, brand name, or catalog number used in the specifications is for the purpose of describing and establishing general quality levels. **SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE.** Bids will be considered for any brand, which meets the quality of the specifications for any item.

3. SUBMISSION OF BIDS:

- (a) Bids and changes thereto shall be enclosed in sealed envelopes addressed to the City Clerk, City of Key West. The name and address of the bidder, the date and hour of the bid opening and the bid number shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the form furnished. Telecopier bids will not be considered.
- (c) Unless otherwise indicated, all City of Key West Bids may be awarded on a line-item basis.

4. REJECTION OF BIDS:

- (a) The City may reject bids:
 - 1. For budgetary reasons, or
 - 2. The bidder misstates or conceals a material fact in its bid, or

3. The bid does not strictly conform to the law or is non-responsive to proposal requirements, or
4. The bid is conditional, or
5. A change of circumstances occurs making the purpose of the bid unnecessary to the City.
6. If such rejection is in the best interest of the City

(b) The City may also waive any minor informalities or irregularities in any bid.

5. **WITHDRAWAL OF BIDS:**

- (a) Bids may not be withdrawn after the time set for the bid opening for a period of time as specified in the Instruction to Bidders.
- (b) Bids may be withdrawn prior to the time set for bid opening. Such request must be in writing.

6. **LATE BIDS OR MODIFICATION:**

- (a) Bids and modifications received after the time set for the bid opening will not be considered.
- (b) Modifications in writing received prior to the time set for the bid opening will be accepted.

7. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

- (a) Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including, but not limited to:
 1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable to this contract.
 2. Minority Business Enterprises (MBE), as applicable to this contract.
 3. Occupational Safety and Health Act (OSHA), as applicable to this contract.

8. **COLLUSION:**

- (a) The bidder by affixing his signature to this Invitation to Bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

9. **VARIANCE IN CONDITIONS:**

- (a) Any and all special conditions and specifications attached hereto which vary from General Conditions shall have precedence.

10. **APPROPRIATIONS CLAUSE:**

- (a) If the contract or delivery extends beyond the current fiscal year, which ends on September 30, the contract shall be contingent upon the availability of funds appropriated for such purposes in the City's annual budget for the next succeeding fiscal year.

11. **CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:**

- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he may submit to the Finance Director on or before five (5) days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving an Invitation to Bid. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specification and requirements as set forth in the bid must be filed in writing with the Finance Director on or before five (5) days prior to the scheduled opening.

12. **DISCOUNTS:**

- (a) Bidders may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest net cost for bid evaluation proposed. Bidders are encouraged to reflect cash discounts in the unit price quoted.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

13. **AWARD OF CONTRACT:**

- (a) The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to the City, prices and other factors considered.

- (b) The City reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the bidder qualifies his bid by specified limitations as provided in 4 (a) (3).
- (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded to the bidder that maintains an office inside the city limits of Key West. Monroe County will be the determining factor. When neither of these conditions exists, bids for identical amounts will be determined by the drawing of lots in public by the Finance Director.
- (d) Prices quoted must be f.o.b. Key West, Florida, with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- (e) Successful Bidder will enter into a contract in accordance with the bid document in a form sufficient to the City Attorney.

14. LOCAL PREFERENCE:

- (a) Under a competitive bid solicitation, when a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer may have the opportunity to submit an offer to match the price(s) offered by the lowest, qualified and responsive non-local bidder within three working days of the notice of the intent to award. If the lowest local bidder submits a bid that fully matches the lowest bid from the lowest non-local bidder tendered previously, then the award shall be made to such local bidder. If the lowest local bidder declines or is unable to match the lowest non-local bid price(s), then the award shall be made to the non-local business.

15. DAMAGE:

- (a) Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

16. TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSE:

- (a) Should there be travel and/or reimbursable out of pocket expenses relevant to this contract, Florida Statute 112.061 (Per diem and travel expenses of public officers, employees, and authorized persons) will be followed.

IF A TABULATION OF BIDS IS DESIRED, PLEASE ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING YOUR PROPOSAL.

STATEMENT OF NO BID #11-004

NOTE: IF YOU DO NOT INTEND TO BID, PLEASE RETURN THIS FORM ONLY

CITY OF KEY WEST
FINANCE DEPARTMENT
P.O. BOX 1409
KEY WEST, FLORIDA 33040
ATTN: S. SNIDER

We, the undersigned have declined to bid on the above-noted Invitation to Bid for the following reason(s)

- Insufficient time to respond to Invitation to Bid
- Do not offer this product
- Our schedule will not permit us to perform
- Unable to meet specifications
- Specifications unclear (please explain below)
- Remove us from your "Bidder Mailing List"
- Other (Please specify below)

We understand that if a "No Bid" statement is not returned, our name may be removed from the Bidder's list of the City of Key West.

COMPANY NAME: _____

AUTHORIZED AGENT: _____

COMPANY
ADDRESS: _____

DATE: _____ TELEPHONE: _____

**CITY OF KEY WEST
ELEVATOR/LIFT MAINTENANCE AND SERVICE
ITB 11-004**

Intent

It is the intent of the City of Key West, Florida to establish firm prices for a period of one year from the date of award for the services of a qualified contractor to inspect, maintain, and repair elevators and lifts at various locations in Key West.

Definition

In this document "Contractor" refers to the successful bidder and "City of Key West" or CKW refers to the owner.

Term of Contract

This bid is for a one year period beginning immediately upon CKW approval. The bid may be renewed for two (2) additional one-year periods by mutual consent of both parties, adhering to the original bid terms and conditions.

Termination of Agreement

This agreement may be terminated by the CKW by giving written notice to the other party thirty (30) days in advance of intention to cancel. The CKW reserves the right to cancel on a shorter notice if it is determined that any part of the work is not being performed properly or if the problem is not satisfactorily resolved within three (3) days of notification. The CKW shall only be liable for payment of services rendered prior to the effective date of termination.

Scope of Work

Contractor shall furnish all labor, supervision, equipment, materials, and fuel costs as necessary to provide full and complete monthly maintenance and all requirements specified herein plus all other work required to service, repair, and maintain proprietary and non proprietary elevators/lifts.

Contractor shall provide a detailed independent/third party elevator inspection report for the CKW's property(s) as required by the Bureau of Elevator Safety State Statutes pursuant to the latest revision of ASME-ANSI A17.1/Florida Chapter 399.061 Elevator Safety Codes. This detailed independent/third party elevator inspection report must cite the safety code violation number and description of violation if the safety of any elevator is found to be non compliant with Statutory requirements. This inspection service shall include all necessary administration, insurance, examinations, and overhead costs. Indicate the price for the independent/third party elevator inspection on the bid form.

Contractor shall also provide all state required tests per ASME/ANSI A17.1 codes. These costs shall be included in the monthly maintenance fees. Contractor shall forward a copy of all results of tests and inspections to Rod Delostrinos, Deputy Director of Community Services, PO Box 1409, Key West, Fl 33041.

The CKW shall review with the Contractor all work to be accomplished to preclude any misunderstandings as to the extent & quality and/or quantity of the work.

All work shall conform to all State of Florida regulations and requirements and all existing City and County Codes and regulations. The work must be accomplished with professional methods and standards of the trade.

The CKW reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies through separate procurement actions due to unique or special needs, as determined at the sole opinion on the CKW.

All trip charges, mileage, vehicle charges, fuel, and travel times are to be included in the bid pricing.

Building Inspection

Each bidder shall attest by signature on the certification page provided that he/she has visited the buildings/facilities and fully understands there will be no recourse for negligence or oversight for not doing so. Bidders are required to visit each building facility, compare the specifications with the work to be completed, and inform themselves as to all conditions. Failure to do so will in no manner relieve the Contractor from the necessary furnishing of materials, or performing any of the work, that may be required to carry out and/or complete the contracts in accordance with true intent and meaning of the attached specifications. For inspection arrangements, contact Rod Delostrinos, Deputy Director of Community Service at 305.809.3751.

Identification

Contractor, subcontractors and their employees are required to have visible, personal identification and the vendor's company name displayed on their shirts.

Prequalifications/Referenaces

Commercial elevator maintenance and service must be the primary work of the bidding company currently owned and operated by the Contractor for the most recent three year period of time. The Contractor's company shall have performed verifiable work in the service of commercial elevator systems as specified herein within the most recent 36 month period of time. Elevator service technicians and/or mechanics servicing elevator per this contract must have at least 2 years experience on commercial systems. Documentation of personnel experience will be required. Three (3) commercial references of comparable scope of work with current contact information will be required.

Business License/Certificate of Competency

The bidder must submit with the bid documents, a copy of the Florida business license/registration for the bidding company, and a copy of each Certificate of Competency for all technicians associated with the service of this bid.

Detail of Specifications

Maintenance & Service

- 1. All parts shall be as specified by the manufacturer.**
- 2. Contractor shall assure conditions on the work site reflect good housekeeping & safety practices**
- 3. All work & parts shall be warranted for a period of one (1) year. Any additional warranty by the manufacturer will be forwarded to the CKW.**
- 4. All services provided Monday through Friday (7:00 am through 4:00 pm) will be paid at the specified hourly rate. All other work performed will be paid at the specified overtime rate.**
- 5. Contractor shall regularly and systematically examine, adjust, lubricate and if conditions warrant, repair or replace all normal replaceable or worn parts.**
- 6. Contractor shall include the cost to perform a full load safety tests if applicable and as required by the State of Florida and shall submit results of the test to the applicable departments.**
- 7. Contractor shall renew all wire ropes as often as necessary to maintain an adequate factor of safety; to equalize the tension on all hoisting ropes, repair or replace conductor cables, hoist way, and machine room elevator wiring.**
- 9. Contractor shall furnish and use lubricants as specified by the manufacturer as needed for each application.**
- 10. Contractor shall maintain the original contract speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed and to perform the necessary adjustments as required to maintain the original door opening and closing time, within limits of applicable codes.**
- 11. Contractor shall, where applicable, check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed.**
- 12. Contractor shall maintain cabinets for orderly storage of replacement parts in machine and storage of original engineering wiring diagrams.**
- 13. Contractor shall maintain a supply of contacts, coils, leads and generator brushes, lubricants, wiping cloths and other minor parts in each elevator machine room for the performance of routine preventative maintenance at no additional cost to the CKW.**
- 14. Contractor shall maintain a supply of replacement parts in his warehouse inventory at no additional cost to the CKW. This inventory shall include but not be limited to: generator rotating elements, door operating motor, brake magnets, generator and motor brushes, controller switch contacts, selector witch contacts, solid state components, selector tapes, door hangers, rollers, hoist way switches, and micro**

- processors where required.
15. Contractor shall test relief pressure of hydraulic elevators annually.
 16. Contractor shall check and maintain proper fluid levels in hydraulic motors and systems.
 17. Contractor will include emergency minor adjustment call back service during regular working hours.
 18. Contractor will be responsible for all equipment meeting all requirements directed by the governmental authorities.
 19. Contractor shall provide, when requested by the CKW, background information (training/schooling) of persons servicing CKW equipment.

Dispatch of Work

Service calls will be dispatched by means of telephone calls from the department. A service order number will be issued for each service request and will be noted on the Contractor's service order form. A copy of routine checks and maintenance forms and/or service order forms (completed) from the Contractor will be left at the facility with a CKW representative. Also, copies of each will need to be attached and accompanied by the monthly billing invoices.

The Contractor shall respond to the facility requiring services as follows:

- Emergency service as determined by the department will be responded to within 4 hours from the time of notification.
- Non-emergency service will be noted on the request for service and will be responded to within twenty four (24) hours or as determined by the department.

For each project covered by this agreement, the Contractor shall submit an itemized "Not to Exceed" price giving a full description of the work required prior to issuance of a purchase order. Contractor will receive a purchase order from the CKW for each project before commencing work.

Standard hours/non-standard hours:

All services provided Monday through Friday (7:00 am through 4:00 pm) will be paid at the standard specified hourly rate. All other work performed will be paid at the non-standard specified rate. Non-standard working hours are those before 7:00 am or after 4:00 pm and at any time on Saturday or Sunday. Payment for overtime work at the hourly rate for non-standard working hours will be approved only with prior written authorization from the department. Contractor may elect to perform work after standard working hours and incur any additional expense. Contractor may perform work when authorized by the designated representative of the CKW.

Execution of Work

Upon receipt of the bid acceptance and notice to proceed with the work, Contractor shall continuously and expeditiously complete work as directed.

Contractor will notify proper personnel before turning off any power. Furnishings and equipment shall be placed back in the original locations. All spaces must be cleaned and left in an acceptable condition. Work shall conform to all existing governing authorities Codes and Regulations. The work must be accomplished with professional methods and standards of the trade.

Contractor assumes full responsibility for completion of the services stipulated for Elevator Maintenance and Service.

Parts and Materials

All parts and materials to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable to the CKW.

The cost of parts and materials shall be based on the Contractor's wholesale price from the supply house plus a maximum of 10% markup.

Parts and Materials

All parts and materials to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable to the CKW.

The cost of parts and materials shall be based on the Contractor's wholesale price from the supply house plus a maximum of a 15% mark-up. (A mark-up on sales tax will not be allowed). The Contractor's invoices shall clearly show the manufacturers' part number, description, supply house cost and percent mark-up cost. A copy of the supply house invoice shall be submitted with the Contractor's invoice.

Invoices will be spot-checked and verified through a quote procedure to verify that CKW is receiving the best possible pricing for these products.

Note: All invoices shall be billed on a cost plus basis.

Additions/Deletions

Additional facilities may be added/deleted to this specification with a written agreement between the CKW representative and the Contractor. The cost for adding an additional facility shall be for the amount equal to that for servicing a comparable elevator/lift.

Invoices

Contractor agrees that bills and invoices for fees or other compensation services or expenses shall cite the purchase order number, work order number, date of service, location of job, and name of person requesting the work. Invoices shall be submitted to the Accounts Payable Department – payment shall be made within 45 days from receipt of invoice.

Insurance and Indemnification

Before commencing work as specified in the contract Contractor shall obtain at its own cost and expense the following insurance in insurance companies authorized in the State of Florida, with an A.M. Best rating of A-:VI or higher and shall provide evidence of such insurance to the City. The policies or certificates shall provide thirty (30) days prior to cancellation notices of same shall be given to the City by registered mail, return receipt requested, for all of the required insurance policies stated below. All notices shall name the Contractor and identify the agreement or contract number. The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees are to be added as "additional insured's" as respects liability arising out of activities performed by or on behalf of the Contractor.

Contractor shall maintain limits no less than those stated below:

1. **Worker's Compensation – Statutory** – in compliance with the Compensation law of the State of Florida.
2. **Commercial General Liability Insurance** with a minimum limit of liability per occurrence of One Million (\$1,000,000.00) Dollars with an annual aggregate of no less than Two Million (\$2,000,000.00) Dollars. Evidence of any and all pending claims which may exhaust the aggregate may be requested.
3. **Business Automobile Liability Insurance** with a minimum limit of liability per occurrence of One Million (\$1,000,000.00) Dollars for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverage:
 - Owned automobiles
 - Hired automobiles
 - Non-owned automobiles
4. **Professional Liability/Errors & Omissions Insurance** with a minimum limit of One Million (\$1,000,000.00) Dollars.

A full copy of this policy is to be included with bid. Coverage forms for this type of policy vary greatly from carrier to carrier thus making it important to review coverage and exclusions to insure proper coverage is being provided specific to the project.

In addition, it is understood if at any time any of the policies required by City shall become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the Consultant shall obtain a new policy, submit the same to the City for approval and submit a certificate of insurance as which may be required by the contract. It is understood that upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, the contract at the election of the City may be declared suspended, discontinued or terminated. Further, failure of the Contractor to take out and/or maintain any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

The following Indemnification Agreement shall be made a provision of the contract:

Contractor agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Contractor as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Award of Bid

This bid will be awarded on an all or none basis to the lowest responsible and responsive bidder; therefore, it will be in the bidder's best interest to bid all line items. In all cases the CKW shall be the sole judge of what is considered equal.

By submission of a bid for the aforementioned services, any and all Contractors that have existing service contracts in effect with the CKW, or any of its properties shall acknowledge those contracts to be null and void at the time of the award of Elevator/Lift maintenance and Service – ITB# 11-004.

** Addendum No. 2 shall be made a part of this agreement.



BID
RESPONSE ITB 11-004
Elevator/Lift Maintenance and Service

Facility	ID/Serial	# of Stops	Monthly Cost
1. Police Department 1604 N Roosevelt Key West, FL 33040	62171 62172	2	\$ <u>244.00</u>
2.. Old City Hall Green Street Key West, FL 33040		2	\$ <u>122.00</u>
3. Douglasss Gym 111 Olivia Street Key West, FL 33040	92923	2	\$ <u>110.38</u>
4. Key West DOT 627 Palm Avenue Key West, FL 33040		2	\$ <u>122.00</u>
5. Key West Park N Ride 301 Grinnell Street Key West, FL 33040		4	\$ <u>123.55</u>
6. Ferry Terminal 100 Grinnell Street Key West, FL 33040	55440	2	\$ <u>122.00</u>
7. MLK Community Pool 300 Catherine Key West, FL 33040	22772	2	\$ <u>110.38</u>
8. Sterling Complex Kennedy Drive Key West, FL 33040		2	\$ <u>111.78</u> **

Additional Services

Technician – hourly rate for repairs not covered in monthly cost that are Performed during **standard working hours** (Monday through Friday 7:00 am-4:00 pm)

\$ 133 per hour

Technician – hourly rate for repairs not covered in monthly cost that are Performed during **non standard working hours** (Monday through Friday Prior to 7:00 am and after 5:00 pm, and Saturday and Sunday

\$ 266 per hour

** Unit currently shutdown, pricing is contingent upon repair or replacement of the unit. Pricing for the repair or replacement will be provided upon request.

Helper – hourly rate for repairs not covered in monthly cost that are performed during standard working hours (Monday through Friday 7:00 am -5:00 pm) \$ 106 per hour

Helper – hourly rate for repairs not covered in monthly cost that are performed During non-standard working hours (Monday through Friday prior to 7:00 am and after 5:00 pm, and Saturday and Sunday.) \$ 212 per hour

Full Load Safety Test (if applicable) as required by the State of Florida \$ 0 per test

Independent/third party elevator inspection report (if applicable) as required by the State of Florida \$ 175.50 per inspection

Parts and Materials

Parts and materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A **MAXIMUM OF 15% MARK-UP** will be allowed. (Indicate this percentage in the space to the right). (A mark-up on sales tax will not be allowed).

A Copy of the supply house invoice shall be submitted with the Contractor's invoice.

15 %
Percentage Mark-up of Materials

Contact Rod Delostrinos @ 305.809.3751 with questions.

BIDDER REPRESENTATION

I represent that this bid is submitted in compliance with all terms, conditions and specifications of the Call for Bid and that I am authorized by the owners/principals to execute and submit this proposal on behalf of the business identified below:

BUSINESS NAME: ThyssenKrupp Elevator

STREET ADDRESS: 7481 NW 66th Street

CITY/STATE/ZIP: Miami, Fl 33166

PRINT NAME OF AUTHORIZED REPRESENTATIVE: John Fernandez

TITLE/POSITION OF AUTHORIZED REPRESENTATIVE: Service Sales Rep

DATE SUBMITTED: 12/27/2010 TELEPHONE: 305-592-7722

** Addendum No. 2 shall be made a part of this agreement.



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUREAU OF ELEVATOR SAFETY
1940 NORTH MONROE STREET
NORTHWOOD CENTRE
TALLAHASSEE

FL 32399-1013

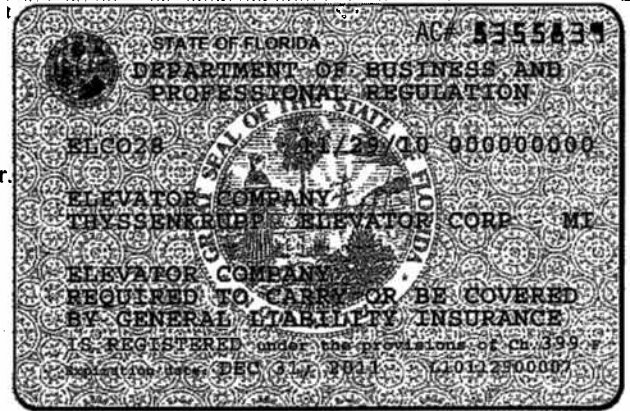
850-487-1395

THYSSENKRUPP ELEVATOR CORP - MIAMI
114 TOWNPARK DR STE 300
ATTN TAX DEPARTMENT
KENNESAW GA 30144

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

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridallicense.com.

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



DETACH HERE

Main license card area containing: AC# 5355839, STATE OF FLORIDA, DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BUREAU OF ELEVATOR SAFETY, SEQ# L10112900007, DATE 11/29/2010, BATCH NUMBER 000000000, LICENSE NBR ELCO28, THE ELEVATOR COMPANY, MIAMI, GA 30144, CHARLIE CREST GOVERNOR, CHARLIE ITEM SECRETARY, and a large seal of the State of Florida.

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS:

COUNTY OF MONROE

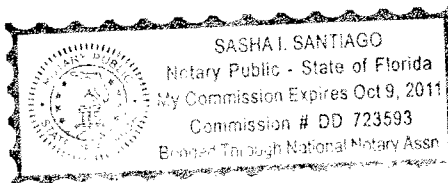
I the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employee of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

BY: _____

sworn and prescribed before me this 28 day of Dec, 2010

NOTARY PUBLIC, State of Florida

My commission expires: _____



**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22
SECTION 2-798**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. *Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.*
- b. *Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.*
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - o Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - o Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name

Phone:

Current Local Address:

Fax:

(P.O Box numbers may not be used to establish status)

Length of time at this address

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

By _____, of _____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced _____ as identification
(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Return Completed form with
Supporting documents to:
City of Key West Purchasing

Title or Rank

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

1. This sworn statement is submitted to City of Key West
by Gibran Gessen
(print individual's name and title)
for ThyssenKrupp Elevator Corporation
(print name of entity submitting sworn statement)

whose business address is 7481 NW 66 Street, Miami, Fl 33166

and (if applicable) its Federal Employer Identification Number (FEIN)
is 1211267

(if the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement): _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or



2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agent who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statute means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

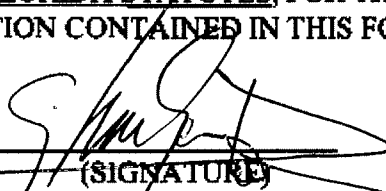
Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)



I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



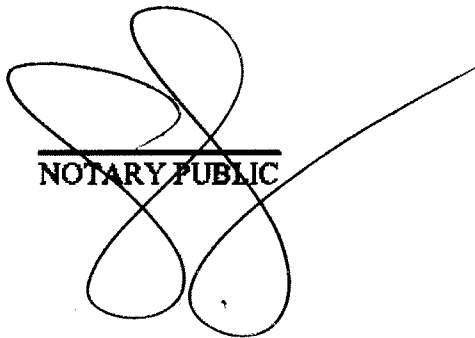
(SIGNATURE)
12/28/2010

(DATE)

STATE OF FLORIDA

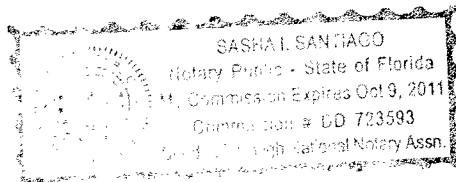
COUNTY OF MIAMI-DADE

PERSONALLY APPEARED BEFORE ME, the undersigned authority
Gidon Gessen who, after first being sworn by me,
(name of individual)
affixed his/her signature in the space provided above on this
28 day of Dec., 2010



NOTARY PUBLIC

My commission expires: _____



CALL FOR BIDS

NOTICE is hereby given to prospective bidders that sealed bids will be received by the CITY of KEY WEST, FLORIDA by the office of the City Clerk, 525 Angela Street, Key West, Florida 33040 until 3:30 P.M. December 29, 2010 for Bid 11-004 Elevator/Lift Maintenance and Service Bids will be opened in the Office of the City Clerk then and there and publicly read aloud. Any bid received after the time announced will not be considered.

SPECIFICATIONS AND BID DOCUMENTS may be obtained from DemandStar by Onvia at www.demandstar.com/supplier or call toll-free at 1-800-711-1712. One (1) original and six (6) copies of the bids are to be enclosed in two (2) sealed envelopes, one within the other, each Clearly marked on the outside: BID # 11-004 Elevator/Lift Maintenance and Service, addressed and delivered to:

**CITY CLERK, CITY OF KEY WEST, FLORIDA
CITY HALL, 525 ANGELA STREET
KEY WEST, FLORIDA 33040**

At the time of the award, the successful Bidder must show satisfactory document of such State, County and City licenses as would be required. Any permit and/or license requirement and subsequent costs are located within the bid documents. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the bid in question. The City may reject bids: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bidder does not strictly conform to the law or is non-responsive to bid requirements, (4) if the bid is conditional, (5) if a change of circumstances occurs making the purpose of the bid unnecessary or (6) if such rejection is in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid.

Sue Snider, Purchasing Agent

Published 11/29/2010

ADDENDUM NO. 1
ITB 11-004 – Elevator/Lift Maintenance and Service

To All Bidders:

The following change is hereby made a part of ITB 11-004 as fully as completely as if the same were fully set forth therein:

Eliminate the following elevator/lift

City Hall
525 Angela Street
Key West, FL 33040

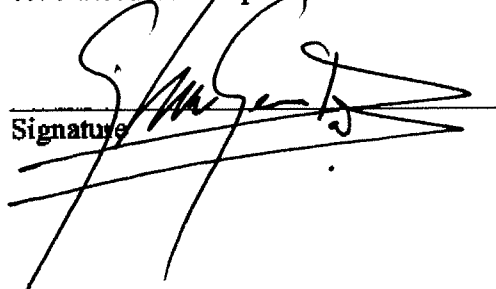
Add the following elevators/lifts

MLK Community Pool
300 Catherine
Key West, FL 33040

Sterling Complex
Kennedy Drive
Key West, FL 33040

Please note the attached revised Bid Response sheets – replace the two existing Bid Response pages with the two (2) attached pages.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature

ThyssenKrupp Elevator
Name of Business

Addendum No. 2

The addendum shall be made a part of this agreement, and in the event of conflict with other terms, conditions, purchase orders or contract documents, this addendum shall govern.

Insurance and Indemnification. Amend so the additional insured is defended and indemnified for claims to the extent caused by ThyssenKrupp Elevator's acts, actions, omissions or negligence; but is not defended or indemnified for its own acts, actions, omissions, negligence or bare allegations. Amend so professional liability coverage is not required. Further, ThyssenKrupp Elevator has and will (see attached) provide an insurance certificate in lieu of providing its policies.

<p>THYSSENKRUPP ELEVATOR CORPORATION</p> <p>By:  (Signature of ThyssenKrupp Elevator Representative)</p> <p>Gibran Gessen 786-336-5378</p> <p>Date: <u>12/28/2010</u></p>	<p>CITY OF KEY WEST</p> <p>By: _____ (Signature of Authorized Representative)</p> <p>_____ (Printed or Typed Name)</p> <p>_____ (Title)</p> <p>Date: _____</p>	<p>ThyssenKrupp Elevator Approval:</p> <p>By: _____</p> <p>Title: Branch Manager</p> <p>Date: _____</p>
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Division of Hotels and Restaurants Bureau of Elevator Safety
Florida Department of Business and Professional Regulation

Certificate of Competency



248

Certificate Number
This certifies that

JIM MILLER

Has passed an examination approved by the division covering the construction, installation, inspection, maintenance, and repair of elevators. 397.045(9) Florida Statute Expires: 2011 December 31

DBPR Form HR-6023-006

Bureau Chief

Revised 2000/December 05



STATE OF FLORIDA

AC# 5376289

DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CC1839

12/14/10 100253394

CERTIFICATE OF COMPETENCY
PEREZ, JOEL

CERTIFICATE OF COMPETENCY HOLDER
REQUIRED TO CARRY OR BE COVERED
BY GENERAL LIABILITY INSURANCE

IS CERTIFIED under the provisions of Ch. 399 FS
Expiration date: DEC 31, 2011 L1012140038



STATE OF FLORIDA AC# 476742
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CC1139

12/28/09 090272652

CERTIFICATE OF COMPETENCY
GUERRERO, RUBEN

CERTIFIED ELEVATOR TECHNICIAN
REQUIRED TO CARRY OR BE COVERED
BY GENERAL LIABILITY INSURANCE

IS CERTIFIED under the provisions of Ch.399 FS

Expiration date: DEC 31, 2010 L09122800044