Invitation to Bid DOCUMENTS

FOR

ELEVATOR/ LIFT MAINTENANCE, SERVICE, AND INSPECTION

City of Key West ITB #13-013

CITY OF KEY WEST

MAYOR: CRAIG CATES

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PREPARED BY:
CITY OF KEY WEST
COMMUNITY SERVICES

ITB DOCUMENTS

CITY OF KEY WEST

Key West, Florida

BID DOCUMENTS

for

ELEVATOR/ LIFT MAINTENANCE, SERVICE, AND INSPECTION

****

CONSISTING OF:
BIDDING REQUIREMENTS
CONTRACT FORMS
CONDITIONS OF THE CONTRACT

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CITY OF KEY WEST
COMMUNITY SERVICES
Key West, Florida

MARCH 2013

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PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed Bids for the **ELEVATOR/ LIFT MAINTENANCE, SERVICE, AND INSPECTION** addressed to the City of Key West, will be received at the office of the City Clerk, 3126 Flagler Avenue, City of Key West, Florida until **4:00 p.m**., local time, on the **3th day of April, 2013**, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original and one (1) copy of the bid package, three (3) USB flash drives or three (3) CD-ROMS with one single PDF file of the entire bid package. Bid package shall be enclosed in a sealed envelope, clearly marked on the outside "**ELEVATOR/ LIFT MAINTENANCE, SERVICE, AND INSPECTION,"** addressed and delivered to the City Clerk at the address noted above.

The City retains the right to award bid to the bidder that best meet the needs of the City.

CONTRACTOR shall furnish all labor, materials, tools, equipment, transportation, fuel costs, services, supervision, engineering expertise, and performing all operations required to properly service, repair, maintain and inspect the designated proprietary and non-propriety elevators/ lifts owned and/or operated by The City of Key West in accordance with these specifications.

Specifications may be obtained from Demand Star by Onvia. Please contact Demand Star at *www.demandstar.com* or call 1-800-711-1712.

A mandatory Pre-Bid Meeting will be held at the Old Town Park and Ride Garage, 300 Grinnell Street, Key West, Florida on March 20, 2013, 1:30 p.m. Attendees shall assemble at the ground floor near the elevator. The purpose of the meeting will be to discuss the scope of work and requirements relative to obtaining services and answer questions of the prospective bidders.

Each Bid must be submitted on the prescribed form and accompanied by bid security as prescribed in the Instructions to Bidders, payable to the City of Key West, Florida, in an amount not less than five (5) percent of the amount bid.

Bidders must hold or obtain all Licenses as required by Florida State Statutes in order to bid.

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding Documents. Within 10 days after the Notice of Award, the successful Bidder will also be required to furnish documentation showing that he is in compliance with the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before he can enter into the agreement contained in the Contract Documents. Specifically, within 10 days after the Notice of Award, the successful Bidder must demonstrate that he holds, as a minimum, the following licenses and certificates required by State Statute and local codes:

A. Florida business license/ registration for the bidding company
B. Certificate of Competency for all technicians associated with the service of this bid issued by the State of Florida Department of Business and Professional Regulation Bureau of Elevator Safety
C. City business tax receipt, as defined in Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.

Each bid must be submitted on the prescribed form and accompanied by bid security as prescribed in the instructions to bidders, payable to the City of Key West, Florida, in an amount not less than five (5) percent of the bid amount.

All bid bonds, contract bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the CITY will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the CITY to evaluate the Bidder's qualifications.

The City of Key West hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for this award.

For information concerning the proposed work contact, Mr. Rod Delostrinos, Deputy Director of Community Services at 305-809-3751 or for appointment to visit the sites within the City for work that may be issued, contact Mr. Brett Wright, Facilities Maintenance Supervisor, via telephone; 305-809-3751.

At the time of the bid submittal, the Bidder must provide satisfactory documentation of State licenses. The successful Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the County of Monroe and the City of Key West, within ten days of issuance of Notice to Award. Permit and/or license requirements 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 for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City. The City may also waive any minor formalities or irregularities in any bid, (6) if such rejection is in the best interest of the City.

Dated this _____, the day of _____, 2013.

CITY OF KEY WEST

By_____
Bogdan Vitas, Jr., City Manager

* * * * * *

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the Project.

B. DOCUMENT INTERPRETATION

Separate sections contained within these Contract Documents are intended to be mutually cooperative and provide all details reasonably required for the execution of proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the CITY, in writing (at least 8 working days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the Documents, which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

2. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Bid. The scope is specified in applicable parts of these Contract Documents.

3. QUALIFICATION OF CONTRACTORS

Prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the Owner. Bidders must hold or obtain all licenses or certificates required by federal, state, or local statutes, or regulations in order to bid and perform the work specified herein.

4. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning equipment sites and other conditions.

Owner will make available to prospective Bidders, upon request prior to bid opening, any information that he may have as to the mechanical conditions of the equipment at the various locations.

Information derived from mechanical inspection logs or other documents will not in any way relieve the Contractor from any risk, or from properly examining the Sites and making such additional investigations as he may elect or from properly fulfilling all the terms of the Contract Documents.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

5. TYPE OF BID

A. FIXED MONTHLY AND LUMP SUM WITH ADDITIVE ALTERNATES

Bid for the work in this project is to be submitted on a fixed monthly rate for maintenance, service, and inspection of City of Key West owned elevators/lifts. Alternate lump sum bid items for the repair or replacement of elevator/ lift at the Clayton Sterling Baseball Complex, repair or replacement of elevator/ lift at the Martin Luther King Jr. Community Pool, and repair of Bayview Park mobile lift must also be included.

All items required to provide services as the work specified but not included in the Bid shall be considered incidental to those set forth in the Bid. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor, as specified in the Contract Documents.

6. PREPARATION OF BID

A. GENERAL

All blank spaces in the Bid form must be filled in, as required, preferably in BLACK INK. All price information shall be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

Any Bid shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid.

Only one Bid from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one Bid for work contemplated; all Bids in which such Bidder is interested will be rejected.

B. SIGNATURE

The Bidder shall sign his Bid in the blank space provided therefor. If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the Owner prior to opening of Bids or submitted with the Bid otherwise the Bid will be regarded as not properly authorized.

C. ATTACHMENTS

Bidder shall complete and submit the following forms with his bid:

Florida Bid Bond
Anti-Kickback Affidavit
Public Entity Crimes Form
City of Key West Indemnification Form
Equal Benefits for Domestic Partners Affidavit
Local Vender Certification
Suspension and Debarment Certification
Statement of No Bid

D. PUBLIC ENTITY CRIMES FORM

Pursuant to the requirements of Chapter 287-133, Laws of Florida, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, all Bidders shall submit a signed and notarized statement with their Bid on the form provided herein.

E. PRE-BID MEETING AND SITE VISIT

A mandatory Pre-Bid Meeting will be held at the Old Town Park and Ride Garage, 300 Grinnell Street, Key West, Florida on March 20, 2013, 1:30 p.m. Attendees shall assemble at the ground floor near the elevator. The purpose of the meeting will be to discuss the scope of work and requirements relative to obtaining services and answer questions of the prospective bidders.

7. STATE AND LOCAL SALES AND USE TAXES

Unless a statement that the Owner is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract is included in the bid submittals, all state and local sales and use taxes as required by the laws and statutes of the state and its political subdivisions shall be paid by the Contractor. Prices quoted in the Bid shall include all nonexempt sales and use taxes unless provision is made in the Bid form to separately itemize the tax.

8. SUBMISSION OF BID

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Bids must be made on the Bid forms provided herewith and submitted intact with the volume containing the Bidding Requirements and Bid Forms.

Each Bid must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents without being opened, and addressed in conformance with the instructions in the Invitation to Bid. One original and one copy of the bid package, three (3) USB flash drives or three (3) CD-ROMS with one single PDF file of the entire bid package.

9. MODIFICATION OR WITHDRAWAL OF BID

Prior to the time and date designated for receipt of Bids, any Bid submitted may be withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. No Bid may be withdrawn after the time scheduled for opening of Bids unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

10. BID SECURITY

Bids must be accompanied by cash, a certified check, or cashiers check drawn on a bank in good standing or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located in the amount of five percent of the total amount of the Bid submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his Bid for a period of 60 days after bid opening and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified.

The Attorney-in-Fact that executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where state statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

11. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the Owner will return the bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed after which all bid securities, other than Bidders' bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

12. AWARD OF CONTRACT

Within 60 calendar days after the opening of Bids the Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 75 days after the opening of Bids.

The Owner reserves the right to accept or reject any or all Bids and to waive any formalities and irregularities in said Bids.

13. BASIS OF AWARD

The award will be made under one Contract by the Owner on the basis of the total monthly maintenance costs for all elevators/ lifts from the lowest, responsive, responsible Bidder. The Additional Services and Additive Alternatives prices listed on the bid form provide the Owner with a set schedule of values. The Owner may award entire or selected Additive Alternatives line items based on the City's best interest and available funds at time of award.

The Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder.

The Owner reserves the right to accept or reject any or all Bids, and to waive any informalities and irregularities in said Bids.

14. LOCAL PREFERENCE

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 within five percent 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 (3) working days of the Notice of 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. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 working days after receiving Notice of Award, sign and deliver to the Owner a Contract in the form hereto attached together with the insurance certificate

and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

16. FAILURE TO EXECUTE CONTRACT

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied his bid and the bid security shall be retained as liquidated damages by the Owner and it is agreed that this said sum is a fair estimate of the amount of damages the Owner will sustain in case the Bidder fails to enter into a Contract. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

17. EQUAL BENEFITS FOR DOMESTIC PARTNERS REQUIREMENTS

Except where otherwise exempt or prohibited by law, a contractor awarded a contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees spouses, in accordance with City of Key West Code of Ordinances, Chapter 2, Section 2-799.

Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor’s employee benefits plan, to the City’s procurement director prior to entering a contract.

If the contractor fails to comply with this section, the City may terminate the contract and all monies due or to become due under the contract may be retained by the City.

* * * * *

BID FORM

To: The City of Key West

Address: 3126 Flagler Avenue, Key West, Florida 33040
Post Office Box 1409, Key West, Florida 33041

Title: **Elevator/ Lift Maintenance, Service, & Inspection**

Bidder's person to contact for additional information on this Bid:

Name: _____

Telephone: _____ Email: _____

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees that the Owner may “non-perform” the work in the event that the low bid is in excess of available funding. Non-performance will be determined prior to Notice of Award.

The intent of the Bid Documents is to describe services required (or part thereof) to be provided in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied, whether or not specifically called for in the Contract Documents.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of maintenance, service, and inspection to do the work and furnish all the materials necessary to provide all service as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance, as specified in these Documents.

START OF CONTRACT

Contract start date is effective once contract is properly executed by the City of Key West

The Bidder agrees to start repair of the Clayton Sterling Baseball Complex Elevator/Lift no earlier than October 1, 2013, achieve Substantial Completion for Additive Alternate #1, by November 15, 2013, and achieve Final Completion by December 15, 2013.

The Bidder agrees to start replacement of the Clayton Sterling Baseball Complex Elevator/Lift no earlier than October 1, 2013, achieve Substantial Completion for Additive Alternate #2, by November 15, 2013, and achieve Final Completion by December 15, 2013.

The Bidder agrees to start repair of the Bayview Park Mobile Lift no earlier than October 1, 2013, achieve Substantial Completion for Additive Alternate #3, by November 15, 2013, and achieve Final Completion by December 15, 2013.

The Bidder agrees to start repair of the Martin Luther King Jr. Community Pool Elevator/Lift no earlier than October 1, 2013, achieve Substantial Completion for Additive Alternate #4, by November 15, 2013, and achieve Final Completion by December 15, 2013.

The Bidder agrees to start replacement of the Martin Luther King Jr. Community Pool Elevator/Lift no earlier than October 1, 2013, achieve Substantial Completion for Additive Alternate #5, by November 15, 2013, and achieve Final Completion by December 15, 2013.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner $3,000.00 per day for each day that expires after the time specified for substantial completion.

After substantial completion, if Bidder neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Bidder shall pay Owner $1,000.00 for each day that expires after the time specified in paragraph Start of Construction and Contract Completion Times above, for completion and readiness for final payment. Liquidated damages shall run concurrent.

Sundays and legal holidays shall be included in determining days in default.

Owner will recover such liquidated damages by deducting the amount owed from the payment.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. _____, _____, _____, _____, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

PUBLIC ENTITY CRIMES

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

COMBINED UNIT PRICE AND LUMP SUM WORK

The Bidder further agrees to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved.

For unit price bid items, the estimate of quantities of work to be done is tabulated in the Bid and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved.

The Bidder agrees that the amounts for both unit price and lump sum work represent a true measure of labor and materials required to perform the Work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

risk managers

BEN FEW & COMPANY, INC.

Memo

To: _____
From: Ben Few III, ARM, ARM-P, AAI
Date:
Subject: Vendor Insurance Requirements for the City of Key West, Florida

All Vendors and subVendors wishing to perform work for the City of Key West, Florida, will be required to comply with the following minimum insurance requirements:

Commercial General Liability Limits:	$2,000,000 Aggregate $1,000,000 Each Occurrence $2,000,000 Products-Comp / Op Aggregate $1,000,000 Personal & Advertising Injury $300,000 Fire Damage / Legal
Coverage must include the following: - Contractual Liability - CG2010 (1185) or Equivalent - No exclusion for XCU - Products / Completed Operations - Personal Injury	- Commercial Form - Broad Form Property Damage - Premises / Operations - Independent Vendors (if any part of the work is to be subcontracted out)
Automobile Liability:	$1,000,000 Combined Single Limit (Include Hired & Non-Owned Liability)
Professional Liability (If applicable)	$1,000,000 Per Claim / Aggregate
Additional Umbrella Liability:	$_,000,000 Occurrence / Aggregate
Worker's Compensation:	Statutory
Employer's Liability:	$1,000,000 Each Accident $1,000,000 Disease-Policy Limit $1,000,000 Disease-Each Employee

The above reflects the minimum requirements for working with the City of Key West. Any requirements found in a particular job's contract that are of a higher standard will prevail.

The City of Key West must be named as an additional insured under all policies other than worker's compensation. Vendor's or subVendor's general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination of CG20100704 and CG20370704 will be accepted).

Vendors must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act.

Vendor's policies must be endorsed to give no less than thirty (30) days notice to the City in the event of material change or cancellation.

The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and must include copies of the requested endorsements (additional insured, cancellation notice, and waiver of subrogation) in order for the City to issue payments to the Vendor or subVendor.

INDEMNIFICATION

To the fullest extent permitted by law, the VENDOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from any and all liability for damages, including if allowed by Law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property caused in whole or in part by any act, omission, or default by VENDOR or its Subcontractors, material men, or agents of any tier or their employees, arising out of this Agreement or its performance, including any such damages in whole or in part by any act, omission, or default of any indemnitee but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemniteee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of VENDOR or its subcontractors, material men, or agents of any tier or their respective employees.

Indemnification by VENDOR for Professional Acts. VENDOR hereby agrees to indemnify the City of Key West and each of its parent and subsidiary companies and the directors, officers and employees of each of them (collectively, the "Indemnitees",) and hold each of the indemnitees harmless, against all losses, liabilities, penalties (civil or criminal,) fines and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") to the extent resulting from the performance of VENDOR'S negligent acts, errors or omissions or intentional acts in the performance of VENDOR's services, or any of their respective affiliates, under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of the City of Key West and VENDOR, they shall be borne by each party in proportion to its negligence.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the VENDOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the VENDOR or of any third party to whom VENDOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

VENDOR: _____ SEAL:

_____
Address

_____
Signature

_____
Print Name

_____
Title

Date: _____

BUILDING PERMIT ALLOWANCE

Bidder further acknowledges that this amount shown is an estimated amount to be included in the Total Additive Alternate Bids for the Building Permit required by the City of Key West. Bidder acknowledges that payment will be based on actual costs for the permit(s).

BID SCHEDULE

ELEVATOR/ LIFT MAINTENANCE, SERVICE, AND INSPECTION

FIX MONTHLY AND LUMP SUM BID PRICE ITEMS
Bidder will complete the Work in accordance with the Contract Documents for a fixed fee price.

The Bidder further agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

Facility	# of Stops	S/N Description	Monthly Cost
1. Police Department 1604 N. Roosevelt Blvd Key West, FL 33040	2	6145 6144 Mowrey	$_____
2. Old City Hall 510 Greene Street Key West, FL 33040	2	E-A4918 Dover	$_____
3. Key West DOT 627 Palm Avenue Key West, FL 33040	2	J198/209434780224 Ascension 1000	$_____
4. Key West Park N Ride 301 Grinnell Street Key West, FL 33040	4	6962 Y22 J201/Y06Y075R001F Mowrey Sub 210-46	$_____
5. Key West Ferry Terminal 100 Grinnell Street Key West, FL 33040	2	EJ9167 Dover EP07020	$_____
6. Douglass Gym 111 Olivia Street Key West, FL 33040	2	National Wheel-O-Vator	$_____
7. Clayton Sterling Complex Kennedy Drive Key West, FL 33040	2	Porch-Lift Vertical Platform Lift	$_____
8. Martin Luther King Jr. Community Pool 300 Catherine Street Key West, FL 33040	2	84586 Garaventa Gensis Lift	$_____

Facility	# of Stops	S/N Description	Monthly Cost
9. Bayview Park Mobile Lift Virginia Street Key West, FL 33040	2	Mobile Lift	$_____

TOTAL MONTHLY SCHEDULED SUM **$_____**
(Add Items 1-9) (numerals)

_____Dollars and _____Cents
(Amount Written in Words has Precedence)

* * * * * * * * * *

Additional Services

Technician- Hourly rate for repairs not covered in monthly cost that are performed during standard working hours (Monday through Friday 7:00 a.m. to 4:00 p.m. $_____per hour

Technician- Hourly rate for repairs not covered in monthly cost that are performed during non-standard working hours (Monday through Friday between 4:00 p.m. and 7:00 a.m., and Saturday and Sunday $_____per hour

Helper- Hourly rate for repairs not covered in monthly cost that are performed during standard working hours (Monday through Friday 7:00 a.m. to 4:00 p.m. $_____per hour

Helper- Hourly rate for repairs not covered in monthly cost that are performed during non-standard working hours (Monday through Friday between 4:00 p.m. and 7:00 a.m., and Saturday and Sunday $_____per hour

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

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

Parts and Materials- Parts and materials are to be billed at net cost. Include 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.

_____ **%**
Percentage of Mark-Up
Parts and Materials

ADDITIVE ALTERNATE #1

Repair of the Clayton Sterling Baseball Complex Elevator/Lift to industry standards in accordance with federal, state, and local regulations, includes all labor, equipment, permitting, and necessary appurtenances.

LUMP SUM **$**_____
(numerals)

_____Dollars and _____Cents
(Amount Written in Words has Precedence)

ADDITIVE ALTERNATE #2

Replacement of the Clayton Sterling Baseball Complex Elevator/Lift to industry standards in accordance with federal, state, and local regulations, includes all labor, equipment, permitting, and necessary appurtenances.

LUMP SUM **$**_____
(numerals)

_____Dollars and _____Cents
(Amount Written in Words has Precedence)

ADDITIVE ALTERNATE #3

Repair of the Bayview Park Mobile Lift equipment to industry standards in accordance with federal, state, and local regulations, includes all labor, equipment, permitting, and necessary appurtenances.

LUMP SUM **$**_____
(numerals)

_____Dollars and _____Cents
(Amount Written in Words has Precedence)

ADDITIVE ALTERNATE #4

Repair of Martin Luther King Jr. Community Pool Elevator/Lift to industry standards in accordance with federal, state, and local regulations, includes all labor, equipment, permitting, and necessary appurtenances.

LUMP SUM **$**_____
(numerals)

_____Dollars and _____Cents
(Amount Written in Words has Precedence)

ADDITIVE ALTERNATE #5

Replacement of Martin Luther King Jr. Community Pool Elevator/Lift to industry standards in accordance with federal, state, and local regulations, includes all labor, equipment, permitting, and necessary appurtenances.

LUMP SUM **$**_____
(numerals)

_____Dollars and _____Cents
(Amount Written in Words has Precedence)

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 bid on behalf of the business identified below:

BUSINESS NAME: _____

STREET ADDRESS: _____

CITY/ STATE/ ZIP: _____

PRINT NAME OF AUTHORIZED

REPRESENTATIVE:_____

TITLE/ POSITION OF AUTHORIZED REPRESENTATIVE: _____

DATE SUBMITTED: _____ TELEPHONE: _____

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

_____
Portion of Work

_____
Name

_____, _____, _____, _____
Street City State Zip

_____
Portion of Work

_____
Name

_____, _____, _____, _____
Street City State Zip

_____
Portion of Work

_____
Name

_____, _____, _____, _____
Street City State Zip

_____
Portion of Work

_____
Name

_____, _____, _____, _____
Street City State Zip

SURETY

_____whose address is

_____, _____, _____, _____
Street City State Zip

_____ _____
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is _____

_____doing business at

_____, _____, _____, _____
Street City State Zip

_____
email address

which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2013.

_____
Signature of Bidder

_____
Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____ 2013.

(SEAL)

_____
Name of Corporation

By _____

Title_____

Attest _____
Secretary

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last five (5) years.

(List similar contracts, with types, names of owners, maintenance costs, and references with phone numbers. Use additional sheets if necessary.)

* * * * * *

SERVICE PERSONNEL

Company Name: _____

Service Personnel: Bidder must furnish the names, positions, overall experience, and length of service of personnel who will service this bid. Check whether the named person holds a Certificate of Competency. Copies of Certificates of Competency must be provided with bid submittal.

	Name	Position	Certificate of Competency	Indicate overall experience, level of expertise, & number of months/ years' experience.
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____

Use additional sheets as necessary

* * * * * *

FLORIDA BID BOND

BOND NO. _____

AMOUNT: $_____

KNOW ALL MEN BY THESE PRESENTS, that _____

_____

hereinafter called the PRINCIPAL, and _____

_____

a corporation duly organized under the laws of the State of _____

having its principal place of business at _____

_____ in the State of _____

and authorized to do business in the State of Florida, as SURETY, are held and firmly bound

unto _____

hereinafter called the OBLIGEE, in the sum of _____

DOLLARS ($_____) for the payment for which we bind ourselves, our

heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for ELEVATOR/ LIFT MAINTENANCE, SERVICE, AND INSPECTION, Key West, Florida, said Bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Drawings and Specifications, entitled:

ELEVATOR/ LIFT MAINTENANCE, SERVICE, AND INSPECTION

WHEREAS, it was a condition precedent to the submission of said bid that cash, cashier's check,

certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this _____ day of _____ 2013.

PRINCIPAL_____

By_____

SURETY_____

By

_____

Attorney-In-Fact

* * * * * *

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 employees 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 subscribed before me this _____ day of _____ 2013.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

* * * * * *

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Proposal for _____

_____

2. This sworn statement is submitted by_____
(name of entity submitting sworn statement)

whose business address is _____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is_____

_____

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement _____

3. My name is _____
(please print name of individual signing)

and my relationship to the entity named above is _____

4. 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 with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. 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 agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or 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.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, 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 public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or
affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____
(signature)

_____
(date)

STATE OF_____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this _____day of _____ , 2013.

My commission expires:

_____
NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the VENDOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from any and all liability for damages, including if allowed by Law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property caused in whole or in part by any act, omission, or default by VENDOR or its Subcontractors, material men, or agents of any tier or their employees, arising out of this Agreement or its performance, including any such damages in whole or in part by any act, omission, or default of any indemnitee but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemniteee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of VENDOR or its subcontractors, material men, or agents of any tier or their respective employees.
Indemnification by VENDOR for Professional Acts. VENDOR hereby agrees to indemnify the City of Key West and each of its parent and subsidiary companies and the directors, officers and employees of each of them (collectively, the "Indemnitees",) and hold each of the indemnitees harmless, against all losses, liabilities, penalties (civil or criminal,) fines and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") to the extent resulting from the performance of VENDOR'S negligent acts, errors or omissions or intentional acts in the performance of VENDOR's services, or any of their respective affiliates, under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of the City of Key West and VENDOR, they shall be borne by each party in proportion to its negligence.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the VENDOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the VENDOR or of any third party to whom VENDOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

VENDOR: _____ SEAL:

_____
Address

_____
Signature

_____
Print Name

_____
Title

Date: _____

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

_____
provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By:_____

Sworn and subscribed before me this _____ day of _____ 2013.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

* * * * * *

LOCAL VENDOR CERTIFICATION
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES 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.

- Not a local vendor pursuant to Code od Ordinances Section 2-798
- Qualifies as a local vendor pursuant to Code od Ordinances 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

_____
Title or Rank

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

SUSPENSION AND DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. The undersigned also certifies that it and its principals:
(a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered
against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
(b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
(c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this _____ day of _____, 20___.

By _____
Authorized Signature/Contractor

_____
Typed Name/Title

_____
Contractor's Firm Name

_____
Street Address

_____
Building, Suite Number

_____
City/State/Zip Code

_____
Area Code/Telephone Number

STATEMENT OF NO BID # 13-013_____

Elevator/ Lift Maintenance, Service, and Inspection

Note: If you do not intend to submit a Bid, please return this form ONLY.

TO: "Elevator/ Lift Maintenance, Service, and Inspection"
Office of the City Clerk
3126 Flagler Avenue,
P.O. Box 1409, Key West, FL. 33041-1409

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

_____Insufficient time to respond to the 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 the City of Key West's, "Bidder's Mailing List"

_____Other (Please specify below)

REMARKS: _____

_____

_____

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: _____

BIDDER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and Proper completion and submission of his bid.)

1. All Contract Documents thoroughly read and understood ☐
2. All blank spaces in Bid filled in black ink. ☐
3. Total and unit Prices added correctly. ☐
4. Addenda acknowledged. ☐
5. Subcontractors are named as indicated in the Bid. ☐
6. Experience record included. ☐
7. Service personnel included. ☐
8. Bid signed by authorized officer. ☐
9. Bid Bond completed and executed, including power-of-attorney, dated the same day. ☐
10. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. ☐
11. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within 10 days after receiving a Notice of Award. ☐
12. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract. ☐
13. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. ☐
14. Anti-kickback Affidavit, Public Entity Crime Form, City of Key West Indemnification Equal Benefits for Domestic Partners Affidavit, Local Vendor Certification, Suspension and Debarment Certification, ☐

PART 2

CONTRACT FORMS

CONTRACT AGREEMENT

This Contract, made and entered into _____ day of _____ 2013, by and between the City of Key West, hereinafter called the "Owner", and _____, hereinafter called the "Contractor";

Intent
The City of Key West is seeking Professional Services of a qualified Bidder to provide professional elevator services, skilled labor, materials, equipment, tools, State of Florida Certificate(s) of competency, permits, insurance and fees (if necessary) for various OWNER owned and leased facilities. Contractor will provide preventive maintenance, periodic inspections, routine and emergency repairs twenty four (24) hours a day, 7 days per week as per the attached list of OWNER owned or leased conveyance systems (elevators and handicap lifts).

Definition
In this document "CONTRACTOR" refers to the successful bidder and "OWNER" refers to the City of Key West. "VENDOR" is synonymous with "CONTRACTOR" also referring to the successful bidder.

Terms of Contract
This bid is for a five year period beginning immediately upon OWNER approval.

Termination of Agreement
This agreement may be terminated by the OWNER by giving written notice to the CONTRACTOR ninety (90) days in advance of its intention to cancel. The OWNER 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 OWNER shall only be liable for payment of service rendered prior to the effective date of termination.

Annual Price Adjustments
The contract resulting from this Solicitation may include provisions for twelve (12) month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the CONTRACTOR. All price adjustments shall be reviewed by the OWNER's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract, and approved by the City of Key West City Commission.

Scope of Work
CONTRACTOR shall furnish all labor, materials, tools, equipment, transportation, fuel costs, services, supervision, engineering expertise, and performing all operations required to properly service, repair, maintain and inspect the designated proprietary and non-propriety elevators/ lifts owned and/or operated by The City of Key West. This also includes sump area lighting repairs and replacements, annual sump cleaning, and sump pump repairs and replacement.

CONTRACTOR shall provide a detailed independent/ third party elevator inspection report for the OWNER's properties as outlined by American National Safety Code for Elevators and Escalators, ANSI A 17.1 and the State of Florida, Department of Business and Professional Regulation Bureau of Elevator Safety statutes pursuant to the latest revision of 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, examination, and overhead cost. Indicate the price for the independent/ third party elevator inspection of 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 and inspections to Brett Wright, Facilities Maintenance Supervisor, P.O. Box 1409, Key West, FL 33041-1409.

The OWNER shall review with the CONTRACTOR all work to be accomplished to preclude any misunderstandings as to the extent and 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 OWNER 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 of the OWNER.

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

Service Performance
Services as described herein shall include performance of all required preventive maintenance services, inspections, repairs and modification of equipment as prescribed by the original elevator manufacturer's specifications and instructions, to maintain each elevator's operating condition at the designed efficiency and capacity.
The Contractor shall, in accordance with the manufacturer's instructions and specifications, regularly and systematically examine, adjust, lubricate, repair and do all other prescribed maintenance and periodic inspections to keep the elevator and it's equipment components functioning properly and at the designed efficiencies and capacities, and shall maintain continuous equipment maintenance records of all performed maintenance, inspections, and services in accordance with the intent of these specifications.

1. All service, standard and special, will be performed so as to minimize interruptions of the normal operations of the City of Key West facilities served.
2. All work will be performed in a safe manner in accordance with the current state of the art elevator service/maintenance procedures and techniques.
3. After performance of service at any location, an inspection/service report shall be completed by the Contractor and co-signed by owner representative if available.
4. The Contractor shall maintain an accurate and complete log for all work, including monthly fire service Phase I and II performed on each conveyance system. Separate

logbooks (provided by Contractor) shall be maintained in elevator machine rooms or main office in the following facilities:

- Key West Police Department Main Station
- Old City Hall
- Key West DOT
- Key West Park N Ride
- Key West Ferry Terminal
- Douglass Gym
- Clayton Sterling Baseball Complex
- Martin Luther King Jr. Community Pool
- Bayview Park (mobile lift unit)

Logbooks shall document all services performed at each location. These logbooks are official records and shall be maintained in a clean, neat, and legible manner. At a minimum the following information shall be recorded:

- Date of Service
- Service performed
- Name of technician rendering service

5. Contractor shall maintain an as-built record of all system modifications. This record shall be made available to the OWNER upon request.

6. The Contractor shall have a certified elevator technician on site within four (4) hours or less upon notification of a problem. If the technician is not able to meet this response time, the Contractor shall communicate with the authorized OWNER representative as to the delay and convey an accurate time of arrival of the technician to the site of the problem.

7. The Contractor will correct all failures and have the elevator operational the same day the Contractor received notification of the failure. If the elevator is not back in service due to the Contractors failure to respond, the OWNER shall request that the Contractor credit the OWNER in the following month, the amount of the monthly maintenance payment allocable to the elevator, prorated for the period the elevator is out of service beyond such time. This provision shall not apply to prescheduled repairs, or repairs delayed for causes beyond the Contractor's control. Delays beyond the Contractors control must be communicated in writing to the authorized OWNER representative.

8. Invoices shall be submitted listing a breakdown of cost for each elevator by serial number. Any additional charges for services not covered under this contract must be approved prior to commencement of such work. Failure to receive prior authorization shall relinquish the OWNER from any additional payments. A list of authorizing OWNER representatives will be provided upon award of contract.

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 Brett Wright, Facilities Maintenance Supervisor, at 305-809-3755.

The selected responsive responsible bidder must provide the OWNER with an estimate of the useful life left in each unit within 45 days of the contract execution. This estimate will be used to properly resource replacement equipment and in no way is a guarantee of equipment functionality from the CONTRACTOR to the OWNER. The CONTRACTOR will also inform the OWNER in writing which elevators/ lifts require an independent/third party elevator inspection report and the frequency of the requirement. The CONTRACTOR will also provide the OWNER a maintenance schedule for all elevators/ lift within 45 days of the contract execution.

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

Prequalifications/ References
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 and lifts as specified herein within the most recent 36 month period of time. Elevator service technicians and/or mechanics servicing elevators/lifts per this contract must have at least two (2) years' experience on commercial systems. Documentation of personnel's experience will be required. Three (3) commercial references of comparable scope of work with current contact information will be required as well.
Business License/Certificate of Competency
The bidder must submit with the bid documents the following:

A. Florida business license/ registration for the bidding company

B. Certificate of Competency for all technicians associated with the service of this bid issued by the State of Florida Department of Business and Professional Regulation Bureau of Elevator Safety

C. City business tax receipt, as defined in Code of Ordinances, Chapter 66, enabling the CONTRACTOR to perform the work stated herein.

Detail of Specifications

"STANDARD SERVICE" REQUIREMENTS: The following sections describe Standard Service preventive maintenance and inspection services and schedules required of the Contractor.

1. Inclusions: Except as specifically excluded, Contractor shall be responsible for providing all services, materials, labor, supplies, tools and equipment necessary to:

- Maintain the elevators and associated equipment in a safe, clean, quiet and smooth-riding condition.
- Repair or replace any malfunctioning part.

• Maintain elevator monitoring systems.
• Perform elevator examinations at the intervals specified for each elevator.
• Perform all inspections and maintenance operations specified.
• Perform all tests required by regulations or specified.
• Ensure performance with respect to door operation, landing accuracy and rated speed complies with specifications.
• Complete all repairs and corrections required by the annual inspection report in a timely fashion to meet the compliance date on the report. Verification of the work shall be submitted in writing to City of Key West Facilities Maintenance Team.

2. Exclusions: Contractor shall not be responsible for:

2.1 Repairing, refinishing, or replacing of cab enclosures, cab floors, cab door panels, hoistway door panels, frames and sills, hydraulic cylinders, main power disconnect switches and feeder to the controller.

2.2 The costs of materials and labor for:

• The installation of any new attachments or features.
• Any parts or items damaged or made defective by misuse, fire, theft, water, or an Act of God.

3. Removal of Elevators from Contract: In the event a building is vacant or unoccupied for a period of time or if an elevator is replaced or remodeled (and subsequently covered under remodeler warranty) OWNER will, at its discretion, notify the Contractor to suspend or discontinue Standard Service for that elevator and may remove it from the Contract. In such cases, the annual Standard Service rate shall be reduced proportionately to reflect the period of suspended or discontinued service. The OWNER reserves the right to re-bid Standard Service for that elevator upon completion of the remodeler warranty period.

4. Schedule: Elevators are to be examined by the Contractor at the intervals specified. Elevator examination intervals vary. They are monthly, quarterly, semi-annually, and annually. On the date Contractor examines or performs service, all services performed shall be recorded in the logbook kept in the elevator machine room or building main office. The following schedule constitutes the minimum frequency of services required.

4.1 Monthly Services

4.1.1 Ride each car; check operation of car and hoistway doors. Check acceleration; deceleration, floor stops, leveling, and brake action. Make required corrections.

4.1.2 Inspect and wipe clean all motors, machines and generators.

4.1.3 Inspect controllers, selectors and governors.

4.1.4 Clean and adjust all controller contacts and renew worn contacts and/or shunts where necessary. Check sequence operation.

4.1.5 Wipe clean all motor, generator and exciter commutators, clean and check brushes and brush holders. Renew or reset brushes.

4.1.6 Clean direction and accelerating switches.

4.1.7 Inspect brake operation. Check shoe to brake pulley clearance and adjust asrequired for proper operation. Clean pulley, if necessary.

4.1.8 Clean machine room and hoistway pit. Deliver any keys or other property recovered from the pit to the authorized OWNER representative.

4.1.9 Check floors for missing indicator plates, arrows, buttons, or other parts and replace.
4.1.10 Replace or repair all non-functional lamps.
4.1.11 Inspect door monitoring equipment and safety edge units. Clean, lubricate adjust or repair. Clean door-sills.

4.2 Quarterly Services

4.2.1 Clean and inspect equipment in hoist way.
4.2.2 Inspect working parts of all governors for free operation, clean and lubricate as necessary. Check contacts, shaft, brushings and rubbing surfaces for cleanliness and wear.
4.2.3 Inspect all door operating equipment, including motor brushes, commutator, belts or chains, contacts, drive vanes and locks. Clean, lubricate, adjust or replace.
4.2.4 Examine all wire ropes and fastenings, check and adjust rope tension.
4.2.5 Examine traveling cables for wear and position.
4.2.6 Examine counterweight. Tighten all loose bolts
4.2.7 Clean and lubricate automatic slow down and stopping switches on top of cars and in hoistway.
4.2.8 Check car position indicators for proper operation, repair as necessary.
4.2.9 Inspect and clean car guides. Replace worn and cracked parts.
4.2.10 Check, clean, repair, or replace car fan motors for proper operation.
4.2.11 Blow out and vacuum clean controller, motors and motor generator sets.
4.2.12 Check, repair, or replace the oil return system.
4.2.13 Inspect and maintain any equipment located in a remote area such as a rooftop enclosure. Such service shall be recorded in the logbook kept in the elevator machine room.

4.3 Semi-Annual Services

4.3.1 Check for proper run-by and make adjustments as required by code.
4.3.2 Check bearings for proper operations and wear.
4.3.3 Examine machine gear teeth for cutting or noise.
4.3.4 While riding on top of cars, physically check condition and operation of door locking equipment.
4.3.5 Perform electrical test of door interlock circuits.
4.3.6 Examine door locks and door closer equipment. Clean door channels.
4.3.7 Examine car and counterweight guide shoe and fastening.
4.3.8 Renew gibs or rollers when necessary. Lubricate sliding guide shoes.
4.3.9 Remove car station cover, blow out; clean switches and buttons.
4.3.10 Monitor oil level in reservoir for hydraulic elevators. Note date and amount of any oil added in machine room maintenance record.
4.3.11 Test Fire Service operation and record test on the machine room maintenance record.

4.4 Annual Services

4.4.1 Each summer, or at another time designated, the Contractor shall make reasonable efforts to restore the elevator to its original safe operating condition and appearance and shall have a major preventive maintenance program to include all contactors, relays,

switches, timing adjustments, electrical components and parts, including door operators, door tracks, hoist motors, cables, indicating lamps, and call buttons.

4.4.2 Examine, clean with proper solution, and repair as necessary, commutator, brushes and brush holders of all small control motors and regulators.

4.4.3 Thoroughly examine and clean starter and control panels. Check each contactor and relay by hand for wear, cleanliness, proper adjustment. Clean, adjust, repair or replace, as necessary.

4.4.4 Check, clean and adjust operation of slow down and limit switches.

4.4.5 Examine, clean and adjust all moving parts of governor and safety for free operation.

4.4.6 Examine, clean and add oil to buffers, if necessary. Perform "hand test" of plunger return.

4.4.7 Drain machine gear oil; seal any oil leaks; examine gear teeth, refill with fresh oil.

4.4.8 Overhaul machine brake, including disassembly, cleaning, replacement of worn components, re-assembly and re-adjustment.

4.4.9 Provide five year full-load governor and safety test per State Elevator Code, if required during the Contract term.

4.4.10 Clean and lubricate hoistway door hangers, track and door arms.

4.4.11 Examine car and counterweight wire hoist ropes and governor ropes for wear and condition; re-rope, if necessary.

4.4.12 Clean rails, hatch walls, car top, pit, overhead sheaves and beams. Check brackets and bolts for tightness.

4.4.13 Perform a complete systems check of all logic features and/or programs as determined by the OWNER.

4.4.14 Test emergency power operations in accordance with ANSI A 17.1 safety code for Elevators and Handicap Lifts at a time as determined by the OWNER.

4.4.15 Test automatic dialing communication systems/emergency phones in elevator cars and maintain, repair, or replace as originally installed.

4.4.16 Inspect and test all elevators as per ANSI A 17.2.

4.4.17 Inspect equipment for rust and corrosion. Clean and paint rusted equipment.

5. Examinations, Notifications and Inspections:

5.1 Contractor shall immediately notify the Authorized OWNER Representative when any parts or components within the elevator system may require repair, modification or replacement, or when any condition requires the attention of the OWNER.

5.2 Should a failure to, or in, the elevator system occur due to the failure of the Contractor to make such repair, modification or replacement, Contractors shall be liable for any and all costs incurred by the OWNER to return the elevator to the original safe operation condition.

5.3 Should a failure to, or in, the elevator system occur because the Contractor did not notify the Authorized OWNER Representative, the Contractor shall be liable for any and all costs incurred by the OWNER to return the elevator to the original safe operation condition.

5.4 The Authorized OWNER Representative shall have the option to contract with another competent, certified Contractor for service to an elevator if Contractor is unable to repair the elevator for any reason.

5.5 Inspections: If the OWNER questions the level of the Contractor’s performance, a third party hired by the OWNER, may be called in to inspect and to verify possible

negligence on the part of the Contractor. If the alleged negligence is verified, the costs of such inspection and corrective action shall be borne by the Contractor.

"OTHER SERVICE" REQUIREMENTS: The following sections describe requirements of the Contractor for work performed under the Contract as Other Service, as distinguished from Standard Service.

6. Other Service Work shall include, but not be limited to:

6.1.1 Repairing, resetting, adjusting or replacing elevator components or associated equipment necessary resulting from misuse, fire, water, theft, or an Act of God.

6.1.2 Upon OWNER Representative's request be present at specific times to ensure proper operation of elevators during special events.

6.1.3 Upon OWNER Representative's request, repair or replace elevator components excluded from Standard Service.

6.1.4 Upon OWNER Representative's request, perform services to improve or upgrade elevator components.

6.2 Contractor shall be paid for time spent on site by Contractor's employees performing Other Service work at the hourly rates established by the Contractor's rates referenced on the bid form.

6.3 Contractor shall be paid for parts and materials purchased by the Contractor to complete Other Service work at market prices as established by invoices. No mark up of prices by the Contractor shall be allowed.

6.4 When the OWNER Representative has approved equipment rental in advance, the Contractor shall be paid for rental of equipment necessary to perform Other Service work at market prices as established by invoices, with an allowable mark up by the Contractor not to exceed 15%. Contractor shall supply normal tools of the trade without cost to the OWNER.

In order to facilitate security and access, the CONTRACTOR must notify the OWNER before work is performed. The OWNER will provide an escort to accompany the CONTRACTOR or CONTRACTOR's representative.

Inspection:

1. CONTRACTOR shall provide a detailed independent/ third party elevator inspection report for the OWNER's properties as outlined by American National Safety Code for Elevators and Escalators, ANSI ASME A 17.1 and the State of Florida, Department of Business and Professional Regulation Bureau of Elevator Safety statutes pursuant to the latest revision of Florida Chapter 399.061 Elevator Safety Codes.
2. 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.
3. This inspection service shall include all necessary administration, insurance, examination, and overhead cost. Indicate the price for the independent/ third party elevator inspection of the bid form.
4. CONTRACTOR shall also provide all state required tests per ASME/ ANSI A17.1 codes. These costs shall be included in the monthly maintenance fees.

Maintenance and Service:

1. All parts shall be as specified by the manufacturer.
2. CONTRACTOR shall ensure conditions on the work site reflect good housekeeping and safety practices.
3. All work and parts shall be warranted for a period of one (1) year. Any additional warranty by the manufacturer will be forwarded to the OWNER.
4. All services provided Monday through Friday (7:00 A.M. through 4:00 P.M.) 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 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 to include a copy for the OWNER.
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.
8. CONTRACTOR shall furnish and use lubricants as specified by the manufacturer as need for each application.
9. 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.
10. 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.
11. CONTRACTOR shall maintain cabinets for orderly storage of replacement parts in machine and storage of original engineering wiring diagrams.
12. 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 preventive maintenance at no additional cost to the OWNER.
13. CONTRACTOR shall maintain a supply of replacement parts in his warehouse inventory at no additional cost to the OWNER. 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 switch contacts, solid state components, selector tapes, door hangers, rollers, hoist way switches, and microprocessors where required. If repair parts are not available within 24 hours, the CONTRACTOR must inform the OWNER of the supply lead time and estimated delivery date.
14. CONTRACTOR shall test relief pressure of hydraulic elevators annually.
15. CONTRACTOR shall check and maintain proper fluid levels in hydraulic motors and systems.

16. CONTRACTOR will include emergency minor adjustments call back service during regular working hours.
17. CONTRACTOR will be responsible for all equipment meeting all requirements directed by the governmental authorities.
18. CONTRACTOR shall provide, when requested by the OWNER, background information (training/schooling) of persons servicing OWNER's equipment.

Dispatch of Work

Service calls will be dispatched by means of telephone calls from the OWNER's Facilities Maintenance Team. A service order number will be issued by the OWNER 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 an OWNER's 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:

1. Emergency service as determined by OWNER will be responded to within 4 hours from the time of notification.
2. 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 OWNER.

For each facility 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 OWNER covering all facilities before commencing work.

Standard hours/non-standard hours:

All services provided Monday through Friday (7:00 A.M. through 4:00 P.M.) will be paid at the standard specified hourly rate. All other work performed will be paid a the non-standards specified hourly rate. Non-standard working hours are those before 7:00 A.M. or after 4:00 P.M. 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 or emailed authorization by the Director of Community Services or his designee. CONTRACTOR may elect to perform work after standard working hours for his/her convenience. This is permissible as long as the OWNER does not incur any additional expense and authorizes the work.

Execution of Work

The OWNER will issue a receipt of the bid acceptance. Once the contract is mutually signed, the OWNER will issue a notice to proceed. The CONTRACTOR must provide the OWNER with an estimate of the useful life left in each unit within 45 days of the contract execution. This estimate will be used to properly resource replacement equipment and in no way is a guarantee of equipment functionality from the CONTRACTOR to the OWNER. The CONTRACTOR will also provide the OWNER a maintenance schedule for all elevators/ lift within 45 days of the contract execution.

In order to facilitate security and access, the CONTRACTOR must notify the OWNER before any work is performed. The OWNER will provide an escort to accompany the CONTRACTOR or CONTRACTOR's representative. If repairs cannot be accomplished within 24hours, the CONTRACTOR must provide the OWNER with a report stating the description of the delay, parts or labor required, estimated cost, and estimated time of completion.

CONTRACTOR will notify proper personnel before turning off any power. Proper lock out/ tag out procedures must be used. Furnishings and equipment shall be placed back in the original locations. All spaces must be cleaned and left in an acceptable condition. All 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/ Lift Inspection, Maintenance, and Service.

Parts and Materials

All parts and materials to be utilized shall conform to standards of the trade, manufacturer's recommendations, and be acceptable to the OWNER. The cost of parts and materials shall be based on the CONTRACTOR's wholesale price from the supply housed 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 manufacturer's part number, description, supply house cost and percent mark-up cost. A copy of the supply house invoice shall be summited with the CONTRACTOR's invoice.

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

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

Changes - Service Contracts

Additions/ Deletions: Additional facilities may be added/deleted to this specification with a written agreement between the OWNER'S 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.

The OWNER may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:
A. Description of services to be performed.
B. Time of performance (i.e., hours of the day, days of the week, etc.).
C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the CONTRACTOR. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified. The CONTRACTOR shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The OWNER assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

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

Insurance and Indemnification
Insurance

CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for Workers' Compensation, Public Liability, and Property Damage Liability Insurance and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the **CONTRACTOR** shall provide the minimum limits of liability insurance coverages as follows:

Auto Liability	$1,000,000	Combined Single Limit
General Liability	$2,000,000	Aggregate (Per Project)
	$2,000,000	Products Aggregate
	$1,000,000	Any One Occurrence
	$1,000,000	Personal Injury
	$ 300,000	Fire Damage/Legal
Additional Umbrella Liability	$_,000,000	Occurrence/Aggregate

CONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on all policies – excepting Professional Liability, if required - on **PRIMARY** and **NON CONTRIBUTORY** basis utilizing an ISO standard endorsement at **least as broad as CG 2010 (11/85) or its Equivalent, (COMBINATION OF CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable)** INCLUDING a "**Waiver of Subrogation**" clause in favor of City of Key West on all policies. **CONTRACTOR** will maintain the General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the "additional insured" endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the **CONTRACTOR** shall maintain complete Workers' Compensation coverage for each and every employee, principal, officer, representative, or agent of the **CONTRACTOR** who is performing any labor, services, or material under the Contract. Further, **CONTRACTOR** shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	$1,000,000

Bodily Injury by Disease Each Employee	$1,000,000
Bodily Injury by Disease Policy Limit	$1,000,000

If the work is being done on or near a navigable waterway, **CONTRACTOR's** Workers' Compensation policy shall be endorsed to provide **USL&H** Act **(WC 00 01 06 A)** and **Jones Act (WC 00 02 01 A)** coverage if specified by the City of Key West. **CONTRACTOR** shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

CONTRACTOR's insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 0224, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. **PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.**

CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. **CONTRACTOR** will notify City of Key West immediately by telephone at (305) 809-3811 of any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the **CONTRACTOR.**

Indemnification

To the fullest extent permitted by law, the VENDOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from any and all liability for damages, including if allowed by Law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property caused in whole or in part by any act, omission, or default by VENDOR or its Subcontractors, material men, or agents of any tier or their employees, arising out of this Agreement or its performance, including any such damages in whole or in part by any act, omission, or default of any indemnitee but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemniteee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of VENDOR or its subcontractors, material men, or agents of any tier or their respective employees.

Indemnification by VENDOR for Professional Acts. VENDOR hereby agrees to indemnify the

City of Key West and each of its parent and subsidiary companies and the directors, officers and employees of each of them (collectively, the "Indemnitees",) and hold each of the indemnitees harmless, against all losses, liabilities, penalties (civil or criminal,) fines and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") to the extent resulting from the performance of VENDOR'S negligent acts, errors or omissions or intentional acts in the performance of VENDOR's services, or any of their respective affiliates, under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of the City of Key West and VENDOR, they shall be borne by each party in proportion to its negligence.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the VENDOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the VENDOR or of any third party to whom VENDOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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ACORD™ **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext): / FAX (A/C, No):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
INSURED **Vendor Sample**	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR	X	X				MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS	X	X				BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	X **UMBRELLA LIAB** X OCCUR						EACH OCCURRENCE	$,000,000
	EXCESS LIAB CLAIMS-MADE	X	X				AGGREGATE	$,000,000
	DED X RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A	X				E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
	Professional Liability (if applicable)						**Per Claim**	$1,000,000
							Aggregate	$1,000,000

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

CERTIFICATE HOLDER

City of Key West
P.O. Box 1409
Key West, FL 33041-1409

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05) 1 of 1 The ACORD name and logo are registered marks of ACORD

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

Number of Days Notice 30

For any statutorily permitted reason **other than nonpayment of premium**, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

Schedule

Name of Person or Organization

Mailing Address

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

© ISO Properties, Inc., 2004

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 cased the OWNER 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 services contracts in effect with the OWNER, or any of its properties shall acknowledge those contracts to be null and void at the time of the award of the Elevator/Lift Maintenance, Service, and Inspection- ITB#13-013
WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ELEVATOR/ LIFT MAINTENANCE, SERVICE, AND INSPECTION,

Key West, Florida to the extent of the Bid made by the Contractor, dated the _____ day of _____ , 2013, all in full compliance with the Contract Documents referred to herein.

The BIDDING REQUIREMENTS, including the signed copy of the BID FORM, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT and the SPECIFICATIONS for the ELEVATOR/ LIFT MAINTENANCE, SERVICE, AND INSPECTION, are hereby referred to and by reference made part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work specified in the Contract and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

_____ day of _____, A.D., 2013.

CITY OF KEY WEST

By_____

Title_____

CONTRACTOR:

By_____

Title_____

APPROVED AS TO FORM

_____
Attorney for Owner

* * * * * *

LICENSE REQUIREMENT AND COST

Certificate of Competency for all technicians associated with the service of this bid issued by the State of Florida Department of Business and Professional Regulation Bureau of Elevator Safety

Florida business license/ registration for the bidding company

CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

A City of Key West Business License Tax Receipt as defined in Code of Ordinances, Chapter 66, enabling the CONTRACTOR to perform the work stated herein is required. Fee not to exceed $309.75 The application can be found on the city website:
http://www.keywestcity.com/egov/docs/1162843921181.htm

Business License Tax Application

City of Key West
City Hall Annex
PO Box 1409
Key West FL 33041

Date applied: _____

License #_____
Phone: 305-809-3955
Fax: 305-809-3978

Business Type:_____
Business Name:_____
Business Location:_____
Business Owner:_____
SL Qualifier:_____
Mailing Address:_____
EIN / SS #:_____
Phone number:_____

_____ _____ _____
Applicant Name (Painted) Applicant Signature Date

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by___

_____ Personally know_____
Signature of Notary Public or Produced identification_____

stamp or seal
_____ (Pint, Type, or Stamp Commissioned Name of Notary Public)

____ Sales Tax Number 3106 Flagler 292-6735 Sewer Units_____ Balance_____
____ Commercial Garbage Waste Mgmt 296-8297 Acct #_____ Balance_____
____ Lease, deed Acct #_____ Balance_____
____ Home occupation Waste Units_____
____ Fictitious Name Reg.____ Corp. Reg. 850-245-6058 Acct #_____ Balance_____
____ Liability / Worker's Comp
____ Fire Inspector 292-8179
____ CO / Final Inspection
____ State License DBPR 850-487-1395 Dept. Ag. 305-470-6900
____ Comp Card Previous Use_____
____ Restrictions
____ County or Local License Category_____ Zoning_____
Fee_____ Two-rate_____

Licensed in accordance with Chapter 66, Key West Code
Approved _____ Denied _____ Reason for Denial_____

_____ _____
Chief Licensing Official Date
City Manager Designee

City of Key West

P.O. Box 1409

Key West, FL 33041

Notice of Award

Date

Owner: City of Key West
Company: City of Key West
Address: Office of the City Clerk
Address: City of Key West P.O. Box 1409
Key West, Fl 33041-1409

Project Name: ELEVATOR/ LIFT MAINTENANCE, SERVICE, AND INSPECTION

Dear:

At a meeting of the City of Key West Commission held on **_____,** 20___**.** **COMPANY NAME** was awarded the contract for the **ELEVATOR/ LIFT MAINTENANCE, SERVICE, AND INSPECTION** CONTRACT. The total Contract amount shall not exceed $ **_____**.

*Enclosed please find three copies of the Contract Documents for your execution. Please complete the necessary pages, affixing signatures, notary and / or corporate seals, etc. where necessary and return to this office by **DATE**. Also, you need to be mobilized on **DATE**, and remit a bill to the City of Key West by **DATE**.*

The Certificate of Insurance must be attached to the documents; one original and five (5) copies are acceptable.

Powers – of – Attorney must be submitted in each bond document, an original and five (5) copies are permissible.

A copy of your City of Key West Occupational License must be attached.

Sincerely,

Rod Delostrinos
Deputy Director of Community Services

cc: Cheri Smith, City Clerk
Project File

NOTICE TO PROCEED

DATE:

TO: _____
_____
_____
_____

CONTRACT: **ELEVATOR/LIFT MAINTENANCE, SERVICE, AND INSPECTION**

You are notified that the Contract time under the above project will commence to run on the _____day of _____, 20____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the dates of Substantial Completion and Final Completion are _____, 20____ and_____ _____, 20____.

City of Key West, Florida

By _____
(AUTHORIZED SIGNATURE)

_____
(TITLE)

Copy to _____
(Use Certified Mail,
Return Receipt Requested)

cc: City Clerk
Rod Delostrinos, Community Services
Project File