

RESOLUTION NO. 24R-11-274

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL APPROVING THE AWARD OF BID TO ORACLE ELEVATOR COMPANY (RFP 2023-053) AS A QUALIFIED VENDOR TO RENOVATE THE SADKIN COMMUNITY CENTER ELEVATOR IN AN AMOUNT NOT TO EXCEED \$87,433.00; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT AND EXECUTE ANY DOCUMENTS NECESSARY; PROVIDING FOR PAYMENT FROM BUDGET CODE NUMBER 307-326-6534; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER, DESORAE GILES-SMITH).

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF LAUDERHILL, FLORIDA:

SECTION 1. The award of bid to Oracle Elevator, a qualified vendor, to renovate the Sadkin Community Center Elevator pursuant to RFP 2023-053, a copy of which is attached hereto and incorporated herein, is hereby approved.

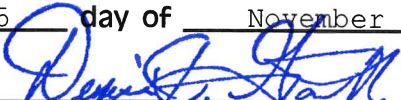
SECTION 2. Providing that the City Manager is hereby authorized to negotiate an Agreement and to execute any other documents necessary to give effect to this Resolution.

SECTION 3. Authorizing payment in an amount not to exceed \$87,433.00 from Budget Code Number 307-326-6534.


Section 4. This Resolution shall take effect immediately upon its passage and adoption.

DATED this 25 day of November, 2024.

PASSED AND ADOPTED on first reading this 25 day of November, 2024.




PRESIDING OFFICER

ATTEST:


CITY CLERK

MOTION S. Martin
SECOND M. Dunn

R. CAMPBELL Yes
M. DUNN Yes
J. HODGSON Yes
S. MARTIN Yes
D. GRANT Yes

Approved as to Form


Angel Petti Rosenberg
City Attorney



City of Lauderhill

City Commission
Chambers at City Hall
5581 W. Oakland Park
Blvd.
Lauderhill, FL, 33313
www.lauderhill-fl.gov

File Details

File Number: 24R-5968

File ID: 24R-5968	Type: Resolution	Status: Agenda Ready
Version: 1	Reference:	In Control: City Commission Meeting
		File Created: 11/12/2024
File Name: Bid-Sadkin Elevator	Final Action:	

Title: RESOLUTION NO. 24R-11-274: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL APPROVING THE AWARD OF BID TO ORACLE ELEVATOR COMPANY (RFP 2023-053) AS A QUALIFIED VENDOR TO RENOVATE THE SADKIN COMMUNITY CENTER ELEVATOR IN AN AMOUNT NOT TO EXCEED \$87,433.00; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT AND EXECUTE ANY DOCUMENTS NECESSARY; PROVIDING FOR PAYMENT FROM BUDGET CODE NUMBER 307-326-6534; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER, DESORAE GILES-SMITH).

Notes:

Sponsors:	Enactment Date:
Attachments: RES-24R-11-274-BID-oracle-sadkin elevator.pdf, RFP 2023-053 8-17-23, Oracle Proposal	Enactment Number:
Contact:	Hearing Date:
* Drafter: snewton@laudershill-fl.gov	Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
------------	--------------	-------	---------	----------	-----------	--------------	---------

Text of Legislative File 24R-5968

RESOLUTION NO. 24R-11-274: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL APPROVING THE AWARD OF BID TO ORACLE ELEVATOR COMPANY (RFP 2023-053) AS A QUALIFIED VENDOR TO RENOVATE THE SADKIN COMMUNITY CENTER ELEVATOR IN AN AMOUNT NOT TO EXCEED \$87,433.00; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT

AND EXECUTE ANY DOCUMENTS NECESSARY; PROVIDING FOR PAYMENT FROM BUDGET CODE NUMBER 307-326-6534; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER, DESORAE GILES-SMITH).

Request Action:

The Parks and Recreation Department requests the City Commission approve the award of bid (RFP 2023-053) to Oracle Elevator Company as a qualified vendor to renovate the Sadkin Community Center Elevator not to exceed \$87,433.00.

Need Summary Explanation/ Background:

The City of Lauderhill solicited proposals from qualified firms to provide services for the complete modernization of the elevator located the the Sadkin Community Center. Hydraulic modernization renovation of the elevator will ensure the elevator meets current code requirements, reduces the risks of accidents, improve reliability, and meets ADA compliances.

Cost Summary/ Fiscal Impact:

Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements
\$87,433.00

Attachments:

- Number all attachments consecutively.
1. Request For Proposal No. 2023-053
 2. Oracle Proposal

Budget Code Number(s): 307--326-6534

Procurement Information: [check all that apply]

- | | | |
|----------------------------------------------------|----------------------------------------------|--------------------------------|
| <input checked="" type="checkbox"/> RFP/Bid | <input type="checkbox"/> Emergency Purchase | <input type="checkbox"/> SBE |
| <input type="checkbox"/> Proposal/Quote Preference | <input type="checkbox"/> State Grant Funds | <input type="checkbox"/> Local |
| <input type="checkbox"/> Piggyback Contract | <input type="checkbox"/> Federal Grant Funds | |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Matching Required | |



Sadkin Hydraulic Elevator

**REQUEST FOR PROPOSAL
NO.: 2023-053**

Issued for:

Parks and Recreation

Visit us on the web at: www.laudershill-fl.gov and <https://laudershill.ionwave.net/>

Advertise Dates: August 20,2023 and August 25,2023

Opens: September 21,2023

Date Issued:

August 20,2023

REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that the Parks and Recreation is seeking sealed proposals for the following work as specified:

RFP NUMBER #2023-053

Sadkin Hydraulic Elevator

The City of Lauderhill will be accepting sealed proposals until 10:45 AM on **September 21, 2023** and will open such proposals at 11:00 A.M. All proposal shall be submitted via IonWave <https://lauderhill.ionwave.net/>. **Per Section 287.05701, Florida Statutes, the City of Lauderhill will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.**

Proposals received after 10:45 A.M. EST will not be considered and will be returned to the proposer unopened.

This proposal covers the complete modernization of the elevator located at City of Lauderhill – Sadkin Community Center, 1176 NW 42 Ave, Lauderhill, FL 33313. All work will be performed in a workmanlike manner and will include all work and material as specified herein. In all cases where a device or part of equipment is herein referred to in the singular number, it is intended that such reference will apply to as many such devices as are required to complete the installation.

The RFP documents may be examined and obtained on and after **August 20, 2023** at the City's website or IonWave. Vendors who obtain solicitation documents from other sources than the Finance Department are cautioned that the solicitation package may be incomplete. Furthermore, all addendums will be posted and disseminated by the Finance/Purchasing Department via IonWave.

All proposal shall be submitted via IonWave <https://lauderhill.ionwave.net/>
E-mailed and faxed proposals will not be accepted.

Responsible questions regarding this RFP offering may be directed to the Purchasing Department via IonWave question Tab. The last date for questions pertaining to this proposal is **ten (10) days prior to the proposal due date**. Questions received after this date will not be answered.

All proposers must register with the City online. The direct link is www.colvendor.com .

Proposers agree to extend identical pricing and goods under the same terms and conditions to other governmental entities. A contracting agency wishing to utilize like services will execute its own contract with the successful Proposer(s) for its requirements.

The City Commission of the City of Lauderhill reserves the right to reject any and all proposals, to waive any and all informalities or irregularities and to accept or reject all or any part of any proposal as they may deem to be in the best interest of the citizens of the City of Lauderhill.
The winning firm is required to enter into a contract with the City of Lauderhill.

CITY OF LAUDERHILL

Kathy Collazo
CITY OF LAUDERHILL
5581 W. Oakland Park Blvd
LAUDERHILL, FL, 33313

Advertised dates: August 19, 2023 AND August 25,2023

Table of Contents

Item	Description	Page No.
Section 1	Definitions	6
Section 2	Scope of Services	7
Section 3	Qualifications	8
Section 4	Term	9
Section 5	Inquiries	9
Section 6	Submittal Information: How, When & Where	9
Section 7	Evaluation Methodology	10
Section 8	Selection	11
Section 9	Rejection Criteria	11
Section 10	Waivers	12
Section 11	Insurance Requirement	12
Section 12	Submittal Package	16
Attachment A	Proposer's Qualification Statement	18
Attachment B	Non-Collusive Affidavit	21
Attachment C	Cost Schedule	22
Attachment D	Drug Free Work Place	23
Attachment E	Signature Page/Certification	24
Attachment F	List of Subcontractors	27
Attachment G	References	28
Attachment H	Acknowledgement of Addendum	29

STATEMENT OF NON- PARTICIPATION
RFP NO.: 2023-053
SADKIN HYDRAULIC
ELEVATOR MODERNIZATION

Note: If you do not intend to submit a bid /proposal on this item/service, complete this form and mail to:

Purchasing Division
City of Lauderhill
5581 W. Oakland Park Blvd. Suite 230
Lauderhill, FL. 33313

Please indicate the Proposal number and title of the Proposal on the outside of the envelope.

We/I do not wish to participate in this proposal for the following reason:

- Specifications proprietary
- Cannot supply at this time
- We do not carry this item
- We do not provide this service
- Unable to meet specifications
- Unable to meet Bond requirements
- Other

Please keep us on your bid/proposal list for future projects _____yes _____no

Signature: _____

Name of Company: _____

Address: _____

SECTION 1 – DEFINITIONS

Whenever the following terms appear in the Proposal, the intent and meaning shall be interpreted as follows:

- 1.1 City:** The City of Lauderhill, Florida.
- 1.2 Contract:** The written agreement for performance of the Scope of Work entered into between the City and the successful Proposer.
- 1.3 Contract Administrator:** The Purchasing and Contracts Manager, or some other employee expressly designated as Contract Administrator in writing by the City Manager, who is the representative of the CITY concerning the Contract Documents.
- 1.4 Evaluation/Selection committee:** City staff and/ or outside consultants assigned to evaluate the submitted proposals.
- 1.5 Proposer:** Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this Agreement, Proposer shall mean the same thing as the Bidder.
- 1.6 Proposal:** shall refer to any term used interchangeably with Bid while retaining the same meaning.
- 1.7 Purchasing Office:** The Purchasing Division-Department of Finance of the City of Lauderhill.
- 1.8 "Provider", "Bidder", "Contractor", "Successful Proposer" "Vendor" or "Consultant":** The Proposer receiving an award as a result of this Request for Proposal. Said terms may be used interchangeably while retaining the same meaning.
- 1.9 Qualifications/Proposal, Proposals,** shall refer to any Offer(s) submitted in response to this Request for Proposal.
- 1.10 Request for Proposal, RFP", or Proposal:** This Request for Proposal including all Exhibits and Attachments as approved by the City, and addendums or change orders issued by the Purchasing Division.
- 1.11 Request For Proposal, or Proposal:** Terms used interchangeably in this Request for Proposal while retaining the same meaning.
- 1.12 Subcontractor/ Sub consultant:** Any person, firm, entity, or organization, other than the employees of the successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.
- 1.13 Work, Services, Program, Project, or Engagement:** All matters that will be required to be done by the successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this RFP.
- 1.14 Piggybacking:** An agreement which establishes the ability of the City to piggy-back the contract of another governmental entity with a specific vendor. The Piggy-back agreement ensures that standard contractual requirements of the City are incorporated as a part of the contractual relationship with the vendor in addition to

any requirements already incorporated in the agreement with the other governmental entity.

1.15 Local Vendor Bids: The City of Lauderhill Code has determined that this bid shall be reserved for participation by local City of Lauderhill vendors only. No vendor shall receive more than three set-aside bid award contracts in a fiscal year. Any local City of Lauderhill vendor that has received at least one local vendor bid award contract in each of three (3) consecutive fiscal years shall not be eligible to participate in local vendor bids for the following fiscal year. If the bid prices received from local vendors are not economically comparable to normal market pricing, the procurement shall be canceled.

SECTION 2 – SCOPE OF SERVICES

MODERNIZATION EQUIPMENT FEATURES

CAR

- The existing car frame assembly will be retained.
- Retain car and hoist way sills.
- Clean and retain slide guides.

CAR ENCLOSURE

- Retain Existing Cab Shell, car frame, and platform.
- Retain existing cab interior.

CAR SIGNAL FIXTURES

- Furnish and install new car operating panel finished in brushed stainless steel #4, at proper code and ADA height. Car operating panels will include
 - Round Stainless Steel, LED Ring Vandal Resistant Pushbuttons, with Braille
 - Keyed stop switch
 - Door open, door close buttons
 - Independent service key switch
 - ADA emergency phone, hands free
 - Fan/light key switch
 - Alarm button
 - Fire Service Phase II cabinet in station
 - Digital position indicator
 - Emergency lighting fixture
 - Fire Service instructions
 - Capacity denotation
- Furnish and install car lantern with directional arrows and gong.

CONTROL & DRIVE SYSTEMS

- Furnish and install a non-proprietary controller. The system will meet all requirements as outlined the ANSI-A17 2013 code for elevators and escalators as well as all state and local codes. This controller will be NON-PROPRIETARY and can be serviced by any competent elevator mechanic.
- Furnish and install new car top inspection station, and car top light and fan.
- Furnish and install a new starter.
- Furnish & install new landing system.
- Furnish and install battery lowering.

DOORS & ENTRANCES

- Furnish and install a new MOVFR door operator.
- Furnish and install a new proximity edge.
- Retain hoist way doors.
- Retain car door.
- Retain hoist way entrance frames and cladding.
- Retain hoist side door equipment including door hangers, tracks, headers, door rollers, pick up assembly/rollers, interlocks, closers, gibs and fire tabs.
- Retain car side door equipment including door hangers, track, header, hanger rollers, clutch with restrictor, gate switch, and door gibs.

HALL SIGNAL FIXTURES

- Furnish and install new surface mount hall push-button fixtures with vandal resistant LED buttons.
- Hall fixtures at all landings will be installed at the proper code and ADA height. Lobby Station will include Fire Service Phase I switch, phone line monitoring, and a car position indicator.
- Furnish and install code required hoist-way entrance jamb Braille. There will be two (2) per entrance frame and they will be located 60" above the finished floor.
- Furnish and install hoist way access switch.

MACHINES & MOTORS

- Furnish and Install one (1) new submersible pumping unit that will include a new motor, pump, hydraulic valve, muffler, and new hydraulic oil that will greatly improve the overall performance of the elevator.
- Paint and label oil line if needed.
- Adjust valve for smooth operation.

PIT EQUIPMENT.

- Furnish and install new pit stop switch.
- Retain piston/cylinder, oil line and buffers.

WIRING

- Existing raceways and conduit will be replaced as needed.
- Furnish and install new hoist-way and car wiring.
- Furnish and install new traveling cable.

MISCELLANEOUS WORK

- WORK BY OTHERS NOT INCLUDED.
- Clean and paint machine room and pit.
- Furnish and install new pit ladder as needed.
- Furnish and install new toe guard as needed.

SECTION 3 – QUALIFICATIONS

- 3.1 If applicable, the work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701U (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, including persons who are recipients of HUD assistance for housing, with a preference for both targeted workers living in the service area or neighborhood of the Development and Youth Build Participants, as described at 24 CFR Part 75 (Section 3 Regulations).

SECTION 4 - TERM OF CONTRACT

- 4.1 Services shall begin on the first day after the Contract Agreement is executed by all parties.

SECTION 5 – INQUIRIES/AVAILABILITY

- 5.1 Inquiries concerning Proposal Submittals should be made in writing via IonWave.

Solicitation documents shall be obtained by download via IonWave at <https://lauderhill.ionwave.net/>.

CONTACT WITH PERSONNEL OF THE CITY OF LAUDERHILL OTHER THAN THE PURCHASING MANAGER OR DESIGNATED REPRESENTATIVE REGARDING THIS REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

SECTION 6 – SUBMITTAL INFORMATION: How, When & Where

- 6.1 Proposer should submit (in a sealed envelope indicating Proposer's name and Request for Proposal (RFP) number) copies of the Proposal, each identified as follows:

RFP No.: RFP 2023-053
RFP Name: SADKIN HYDRAULIC
ELEVATOR MODERNIZATION
Due Date/ Time: September 21,2023 @ 10:45 A.M.

- 6.2 All proposal shall be submitted via IonWave <https://lauderhill.ionwave.net/>
- 6.3 Responses to the RFP must be signed in ink by an authorized officer of the proposing firm who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Statement of Proposal by the Proposer will be considered by the city as constituting an Offer by the Proposer to perform the required services.

SECTION 7 - EVALUATION METHODOLOGY

Evaluation Criteria

A contract will be awarded to the consultant whose proposal is judged by the City of Lauderhill to be in its best interests, and whose proposal most closely satisfies the overall project specifications as well as other factors including, but not limited, to:

CRITERIA	MAXIMUM POINTS
A. Project Understanding	15
B. Project Approach	25
C. Ability to Perform/Staffing of Project	20
D. Experience	25
E. Best Value/Cost Effectiveness	10
F. Local Lauderhill Business Preference	5
Total	100

- A. Project Understanding:** This criterion will be used to assign points based on how well the consultant's proposal demonstrates their understanding of the project. The consultant should be able to explain how they will accomplish each task identified in this RFP. Also, the consultant should be able to identify how the overall project objectives are related to the current situation and discuss possible pitfalls with the project.
- B. Project Approach:** This criterion will be used to assign points based on project approach or methodology. The project approach should discuss issues and challenges for each task and demonstrate alternative ways that would be practical and cost effective.
- C. Ability to Perform/Staffing of Project:** This criterion will be used to assign points based on capability and availability of the project team. Points will be assigned based on qualification of staff or project team members, provided in the "Company Background and Qualifications" and "Personnel/Management" section. It is important to note how a particular staff's expertise is related to the skills or tasks that would be required to provide the best solution and project deliverables.
- D. Experience:** Candidate has successfully completed similar projects and has the qualifications necessary to undertake this project. Prior work demonstrates innovative ideas that have engaged audiences and delivered results within a similar scope and challenges. Maximum point value will be awarded to proposers that have worked with destinations on similar scope projects within the last 5 years.
- E. Best Value/Cost Effectiveness:** This criterion will be used to assign points based on the cost-effectiveness of the proposal. The scoring will be based on the combination of cost and value. If there are two or more firms with identical or very similar cost proposal, then the firm that provides the most value-added services beyond the RFP requirements will be assigned the higher score. Conversely, if there are two or more firms with similar deliverables and additional value-added services, then the firm with the lowest cost will be assigned the higher score.
- F. Local Lauderhill Business:** To receive a five (5) point preference as a local business, the proposer shall have an official business address within the City of Lauderhill from the date/time that this proposal is officially released.

The City will assemble an evaluation and selection committee comprised of staff and

additional consultants if necessary. This committee shall evaluate the proposals and may recommend the top ranked firms for oral presentations. The committee shall evaluate the proposals based on the demonstrated proficiency level of the proposing firm for work of a similar type as specified in the Scope of Services with and including proof of insurance and bonding capability as described herein, and other requirements as required by the City.

SECTION 8 - SELECTION PROCEDURE

- 8.1 An Evaluation Committee appointed by the Visit Lauderhill Advisory Board will be responsible for selecting the most qualified firms. The Evaluation Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Evaluation Committee may expressly request such information to remedy any incomplete response, but will not be obligated to do so. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.
- 8.2 The firms may be asked to make a presentation of its qualifications and methodology to staff and /or the City Commission.
- 8.3 The City reserves the right to award to one proposer, to split the award among multiple proposers or to not award.
- 8.4 NO AWARD WITH RESPECT HERETO SHALL BE DEEMED FINAL AND ALL SUCH AWARDS SHALL BE DEEMED CONDITIONAL, UNLESS AND UNTIL THE PARTIES SHALL HAVE FULLY EXECUTED THE AGREEMENT(S) CONTEMPLATED HEREIN, AND A FULLY EXECUTED AGREEMENT HAS BEEN RETURNED TO THE BIDDER BY THE CITY. THE CITY RESERVES THE RIGHT TO REVOKE ANY AWARD MADE HEREUNDER, WITHOUT PENALTY, PREMIUM, OR OBLIGATION, AT ANY TIME PRIOR TO THE DELIVERY OF THE FULLY EXECUTED AGREEMENT(S) TO THE BIDDER, NOTWITHSTANDING THAT AN AWARD MAY HAVE BEEN PUBLISHED. NO BIDDER SHALL BE ENTITLED TO RELY ON ANY ANNOUNCEMENT OF AWARDS, AND THE CITY SHALL IN NO WAY BE ESTOPED IN THE REVOCATION OF AN AWARD PREVIOUSLY GRANTED.

SECTION 9- REJECTION CRITERIA

- 9.1 Your proposal shall be considered non-responsive if any of the following criteria exist, (this list is not all-inclusive):
- 9.2 All questions and instructions, including the questions in the Qualifications Package, have not been properly completed.
- 9.3 The instructions, order, and matrixes in the Proposal Package have not been properly followed.
- 9.4 The RFP response Package is found to have concealed or contained false and/or misleading information.
- 9.5 The City did not receive the RFP Package prior to the submittal deadline.
- 9.6 Your firm is not licensed with the Florida Secretary of State to do business in Florida.
You must submit a State of Florida Certificate of Status for your firm.

- 9.7 Executed Non-Collusive/and or Drug Free Workplace Affidavits are not submitted with the response.
- 9.8 The Proposal signature page and certification is not properly executed.

SECTION 10 - WAIVERS

The City in its sole discretion, reserves the right to reject any and all proposals, accept any proposal or any combination of proposals or waive any minor irregularity or technicality in proposals received and may, at its sole discretion, request a re-proposal, when in its sole judgment, it will best serve public interest.

SECTION 11 - INSURANCE REQUIREMENTS

- 11.1 The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.
- 11.2 The City of Lauderhill shall be given notice 30 days prior to cancellation or modification of any stipulated insurance. The insurance provided will give 10 days' notice for non-payment of premium. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Purchasing Division.
- 11.3 The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.
- 11.4 Any firm performing work on behalf of the City of Lauderhill must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information, contact the Department of Financial Services, Worker's Compensation Division at (850) 413-1601 or on the web at <http://www.fldfs.com>
- 11.5 Commercial General Liability Insurance
Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage should include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Personal and Advertising Injury Liability

- d. Products/Completed Operations
- e. Broad Form Contractual Liability

Covering all owned, hired, and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with the following limits of liability:

Limits: Combined single limit bodily injury/property damage \$1,000,000

Professional Liability (Errors & Omissions)

Limits: \$2,000,000 per occurrence

This coverage should include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability

11.6 Automobile Liability Insurance

Covering all owned, hired, and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with the following limits of liability:

Limits: Bodily injury \$500,000 each person,
\$500,000 each occurrence
Property damage \$100,000 each occurrence

Professional Liability (Errors & Omissions)

Limits: \$2,000,000 per occurrence

11.7 A copy of ANY current Certificate of Insurance should be included with your proposal.

11.8 In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

11.9 Certificate holder should be addressed as follows:

City of Lauderhill
Finance Department
5581 West Oakland Park Blvd.
Lauderhill, FL 33311

SECTION 12 - SUBMITTAL PACKAGE

Submit this portion of the Request for Proposal as your firms Qualifications Package. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the City to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by the City.

TAB #1 Insert Proposer's Qualification Statement (Attachment "A")

TAB #2 **Statement of Capabilities:**

Provide a statement that addresses why the specific Proposer would be in the best posture to deliver the required services. (Limit to one (1) page.)

TAB #3 **Proposal:**

1. Submit an outline of the elements and organizational structure of the team established to manage the project. This is to include the administrative operation and key personnel and their area of responsibility.
2. Describe the Proposer's approach to the management of this contract; describe the methodology employed to ensure prompt service, customer satisfaction, prompt complaint resolution, effective employee performance and training. Please explain any differences or challenges you may have encountered with any client, and the method(s) you employed to overcome them.

TAB #4 **Specific Related Experience of the Firm**

List the last five (5) contracts held comparable to this specific project and related experience accomplished by the proposer firms. Indicate:

- Client Name, address, and telephone number
- Principal/ Project Manager in Charge, licensing/ certifications, various team positions
- Whether your firm was the primary or subcontractor
- Description of the contract including;
- Contract Objective (s)/ accomplishments
- Challenges encountered, resolutions
- Contract Starting and Ending Dates

Tab #5 **Scope of Work**

Proposer should prove the consultant's capability; describing strategies to be used and quality controls. The scope of work should demonstrate knowledge and understanding of branding and the shifting dynamics of how consumers receive and use information today.

TAB #6 **Cost Schedule**

Submit your cost schedule here.

TAB #7 **Personnel/Management**

TAB #8 **Attachments:**

Insert :

Non-Collusive Affidavit (Attachment "B")
Cost Schedule (Attachment "C")
Confirmation of Drug-Free Workplace (Attachment "D")
Signature Page (Attachment "E")
List of Subcontractors (Attachment "F")
References (Attachment "G")
Acknowledgement of Addendums (Attachment "H")
Certificate of Insurance, and Licenses

**ATTACHMENT A
PROPOSER'S QUALIFICATIONS STATEMENT**

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Contact Person's Name and Title: _____

PROPOSER'S Telephone and Fax Number: _____

PROPOSER'S Email: _____

PROPOSER'S License Number: _____

(Please attach certificate of competency and/or state registration.)

PROPOSER'S Federal Identification Number: _____

Number of years your organization has been in business, in this type of work: _____

Names and titles of all officers, partners or individuals doing business under trade name:

The business is a: Sole Proprietorship Partnership
 Corporation

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

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

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Will you subcontract any part of this WORK? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

By _____
(Signature)

**ATTACHMENT B
NON-COLLUSIVE AFFIDAVIT**

STATE OF _____

COUNTY OF _____

_____ being first duly sworn deposes and says that:

BIDDER is the _____,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public (Signature)

My Commission Expires: _____

**ATTACHMENT C
COST SCHEDULE**

Cost Proposal

ATTACHMENT D
CONFIRMATION OF DRUG-FREE WORKPLACE

In order to have a drug-free workplace program, a business shall:

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

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

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

Vendor's Signature

**ATTACHMENT E
SIGNATURE PAGE**

The undersigned attests to his (her, their) authority to submit this Submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract;
2. The facts stated in the Proposer's response pursuant to Request for Submittals, instructions to Proposer and Specifications are true and correct in all respects;
3. The Proposer has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.
4. The Proposer warrants all materials supplied by it are delivered to the CITY of Lauderhill, Florida, free from any security interest, and other lien, and that the Proposer is a lawful owner having the right to supply the same and will defend the conveyance to the CITY of Lauderhill, Florida, against all persons claiming the whole or any part thereof.
5. **Proposer understands that if a team is short listed and selected to make oral presentations to the selection committee and/or CITY, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations will result in that team's disqualification.**
6. The undersigned certifies that if the firm is selected by the City the firm will negotiate in good faith to establish an agreement.
7. Proposer understands that all information listed above may be checked by the City of Lauderhill and Proposer authorizes all entities or persons listed above to answer all questions. Proposer hereby indemnifies the City of Lauderhill and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted on this _____ day of _____, 20__.
(If an individual, partnership, or non-incorporated organization)

Witness

Company

Printed

By

Title

Printed Name, Title

(If a corporation, affix seal)

Company

Attested by Secretary

By

Printed Name, Title

Incorporated under the laws of the State of _____.

CERTIFICATE
(For Partnership)

I HEREBY CERTIFY that a meeting of the partners of _____, a Partnership under the laws of the State of _____ held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____ as _____ of the Partnership, is hereby authorized to execute the Bid Form dated _____, 20____, between the City of Lauderhill, Florida, and this Partnership, and that the execution thereof, attested by the _____ of the Partnership be the official act and deed of this Partnership."

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

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

(Signature)

(Title)

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____ who is personally known to me or who has presented the following type of identification: _____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of
Notary and Commission Number

CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____ held on _____, 20 ____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Corporation, is hereby authorized to execute the Bid Form dated _____, 20____, between the City of Lauderhill, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

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

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

Secretary

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____ who is personally known to me or who has presented the following type of identification: _____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary
and Commission Number

**ATTACHMENT G
PERFORMANCE REFERENCE
VERIFICATION SURVEY FORM**

RFP # _____

Vendors Name:
Agency Providing Reference:
Agency Contract:
Contact E-mail:
Contact Phone #:
Solicitation Name:

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. ____
2. Rate the competency and accessibility of the personnel performing the work. ____
3. Rate the vendor's success at keeping you updated and informed of problems and issues. ____
4. Rate the vendor's knowledge of procedures required by regulatory agencies. ____
5. Rate the vendor's ability to meet deadlines. ____
6. Rate the vendor's ability to complete punch list items. ____
7. Rate the vendor's commitment to safety. ____
8. Rate the level of comfort and confidence you had in the contractor during the project. ____
9. Rate the overall performance of the vendor. ____

Additional comments:

Vendor Name: _____ Title: _____
(Please print - Person completing survey)

Signature: _____ Date: _____
(Person completing survey)

Reference verified by City Employee: _____ Date: _____

**ATTACHMENT H
ACKNOWLEDGEMENT OF ADDENDUM**

RFP _____
TITLE _____

Acknowledgement is hereby made of the following Addenda received since issuance of Specifications:

Addendum No. _____ -Dated _____

Addendum No. _____ -Dated _____

Addendum No. _____ -Dated _____

Name of Vendor's Service Contact: _____

Address: _____

Signature _____ Date _____

This page must be submitted with RFP. Failure to provide the requested documents may result in your proposal being deemed Non-Responsive.



ELEVATOR MODERNIZATION AGREEMENT

Hydraulic Elevator Modernization

Purchaser: City of Lauderhill
5581 W Oakland Park Blvd
Lauderhill, FL 33313

Location: City of Lauderhill – Sadkin Community Center
1176 NW 42 Ave
Lauderhill, FL 33313

By: Oracle Elevator Company
6500 NW 15th Ave, Ste. 300
Ft. Lauderdale, FL 33309
Cellular: (954) 931-8578
Email: john.nugent@efsteam.com

-

Date: October 16, 2024

Estimate: E30620

INITIALS:

TABLE OF CONTENTS

Part 1	General
Part 2	Equipment and Summary of Work
Part 3	Modernization Equipment Features
Part 4	Installation Sequence & Schedule
Part 5	Tests
Part 6	Clean-up and Purchaser Inspection
Part 7	Work Not Included
Part 8	Special Conditions
Part 9	Terms & Conditions
Part 10	Prices, Payment Terms, & Signature

INITIALS:

PART 1 – GENERAL

This proposal covers the complete modernization of the elevator located at City of Lauderhill – Sadkin Community Center, 1176 NW 42 Ave, Lauderhill, FL 33313. All work will be performed in a workmanlike manner and will include all work and material as specified herein. In all cases where a device or part of equipment is herein referred to in the singular number, it is intended that such reference will apply to as many such devices as are required to complete the installation.

- 1.01 All work will be performed in accordance with the most applicable edition of the National Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks (ASME A17.1), ANSI A117.1 Barrier Free Code as pertaining to Passenger Elevators, the Americans with Disabilities Act (ADA), the National Electrical Code, and/or such State and Local elevator codes as may be applicable.
- 1.02 Drawings. Oracle Elevator will prepare drawings and/or cut sheets at company's sole discretion, showing the general arrangement of the elevator equipment.
- 1.03 Permits, taxes and licenses. All applicable permit, taxes, and licensing fees are included in this proposal. (Permits and fees for road closures are not included in this proposal)
- 1.04 Maintenance service. The existing maintenance contract will stay in effect.
- 1.05 Wiring diagrams. Two (2) complete sets of "made final" wiring diagrams including input and output signals will be furnished to the Purchaser.
- 1.07 Keys. Two (2) keys for each key switch specified will be furnished to the Purchaser.

PART 2 – EQUIPMENT AND SUMMARY OF WORK

QUANTITY:	1	MOTION CONTROL:	Hydraulic
CAPACITY:	3,000 lbs	POWER SUPPLY:	New
SPEED:	100 fpm	LOGIC CONTROL:	New
STOPS:	2 floors	CAR ENCLOSURE:	Retain
OPENINGS:	2 front	SIGNAL FIXTURES:	New
CAR SIZE: PLATFORM:	Existing	DOORS:	Retain.
CLEAR INSIDE:	Existing	ENTRANCES:	Retain
TRAVEL:	12' 8"	DOOR OPERATION:	MOVFR
WIRING:	New	PUMPING UNIT:	New

PART 3 - MODERNIZATION EQUIPMENT FEATURES

- 3.01 CAR
 - The existing car frame assembly will be retained.
 - Retain car and hoist way sills.
 - Clean and retain slide guides.

INITIALS:

3.02 CAR ENCLOSURE

- Retain Existing Cab Shell, car frame, and platform.
- **Retain existing cab interior.**

-

3.03 CAR SIGNAL FIXTURES

- Furnish and install new car operating panel finished in brushed stainless steel #4, at proper code and ADA height. Car operating panels will include
 - Round Stainless Steel, LED Ring Vandal Resistant Pushbuttons, with Braille
 - Keyed stop switch
 - Door open, door close buttons
 - Independent service key switch
 - ADA emergency phone, hands free
 - Fan/light key switch
 - Alarm button
 - Fire Service Phase II cabinet in station
 - Digital position indicator
 - Emergency lighting fixture
 - Fire Service instructions
 - Capacity denotation
 - **WURTEC Wur-Com Elevator Communication System (ASME 2019) ****Customer responsibility to provide uninterrupted internet access port in elevator machine room. Internet must have a minimum of four (4) hour emergency back up capability******
- Furnish and install car lantern with directional arrows and gong.

3.04 CONTROL & DRIVE SYSTEMS

- Furnish and install a non-proprietary controller. The system will meet all requirements as outlined the ANSI-A17 2013 code for elevators and escalators as well as all state and local codes. This controller will be NON-PROPRIETARY and can be serviced by any competent elevator mechanic.
- Furnish and install new car top inspection station, and car top light and fan.
- Furnish and install a new starter.
- Furnish & install new landing system.
- Furnish and install battery lowering.

3.05 DOORS & ENTRANCES

- Furnish and install a new MOVFR door operator.
- Furnish and install a new code compliant 3D proximity edge.
- Retain hoist way doors.
- Retain car door.
- Retain hoist way entrance frames and cladding.
- Retain hoist side door equipment including door hangers, tracks, headers, door rollers, pick up assembly/rollers, interlocks, closers, gibs and fire tabs.
- Retain car side door equipment including door hangers, track, header, hanger rollers, clutch with restrictor, gate switch, and door gibs.

3.06 HALL SIGNAL FIXTURES

- Furnish and install new surface mount hall push-button fixtures with vandal resistant LED buttons.
- Hall fixtures at all landings will be installed at the proper code and ADA height. Lobby Station will include Fire Service Phase I switch, phone line monitoring, and a car position indicator.

INITIALS:

- Furnish and install code required hoist-way entrance jamb Braille. There will be two (2) per entrance frame and they will be located 60” above the finished floor.
- Furnish and install hoist way access switch.

3.07 MACHINES & MOTORS

- Furnish and Install one (1) new submersible pumping unit that will include a new motor, pump, hydraulic valve, muffler, and new hydraulic oil that will greatly improve the overall performance of the elevator.
- Paint and label oil line if needed.
- Adjust valve for smooth operation.

3.08 PIT EQUIPMENT.

- Furnish and install new pit stop switch.
- Retain piston/cylinder, oil line and buffers.

3.09 WIRING

- Existing raceways and conduit will be replaced as needed.
- Furnish and install new hoist-way and car wiring.
- Furnish and install new traveling cable.

3.10 MISCELLANEOUS WORK

- **WORK BY OTHERS NOT INCLUDED.**
- Clean and paint machine room and pit.
- Furnish and install new pit ladder as needed.
- Furnish and install new toe guard as needed.

PART 4 – INSTALLATION SEQUENCE AND SCHEDULE

4.01 WORK HOURS

All work will be performed during regular working hours of regular working days as is customary in the elevator industry (8:00am – 4:30pm)

4.02 OUT OF SERVICE

The elevator will be out of service in the performance of the work as specified.

4.03 SCHEDULE

Prior to commencing work, a work schedule will be submitted to the Purchaser. Work will not commence until the schedule has been mutually agreed, in writing, to by both Parties. At the time this proposal was drafted, the following lead time and schedules are considered upon contract execution:

SCHEDULE	Period
FROM NOTICE TO PROCEED	
Phase 1 – Engineering & Drawings:	4 Weeks
Phase 2 – Material Arrival:	10-12 Weeks
Phase 3 – Delivery of Material:	1 Week
Phase 4 – Substantial Completion of Car #1:	3-4 Weeks
Phase 5 – Final Inspection and Turnover:	1 Week

INITIALS:

PART 5 – TESTS

5.01 EMERGENCY FIRE SERVICE

Perform Phase I and Phase II Fire Service tests to conform to applicable codes.

5.02 REQUIRED TESTS

All required tests are to be performed during the regular working hours of the elevator trade. Should the Purchaser require these tests to be performed outside the regular working hours, there will be an added cost to the quoted contract amount.

5.03 TEST REPORTS

Completed copies of test reports will be provided to the Purchaser

PART 6 - CLEAN UP, INSPECTION, & REMOBILIZATION

6.01 CLEAN UP

Oracle Elevator will remove all debris resulting from work on this contract. In addition, we will remove from the project site all equipment and unused or removed materials and restore building and premises to a neat, clean appearance.

6.02 INSPECTION

All materials and workmanship will be subject to inspection or testing. The Purchaser will have the right to reject defective or inferior material or workmanship installed under this contract and may require the correction of such without additional cost to the Purchaser.

6.03 REMOBILIZATION

The performance of the work hereunder is conditioned on your performing of the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.

PART 7 – WORK NOT INCLUDED

This proposal does not include the following work, and is conditioned on the proper performance of such work by the Owner.

A legal hoistway, properly framed and enclosed, and including a pit of proper depth provided with ladder, sump pump, lights, access doors and waterproofing, as required and dewatering of pit(s) when necessary. Legal machine room(s), adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation and heat to maintain the room at an ambient temperature of 50 degrees Fahrenheit, minimum 90 degrees Fahrenheit maximum, non-condensing. Adequate supports and foundations to carry the loads of all equipment, including support for guide rail brackets. Adequate bracing of entrance frames to prevent distortion during wall construction. When required, divider beams at suitable points shall be provided for guide rail bracket support.

It is agreed that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, you will monitor our work place and prior to and during our manning of the job, you will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event our employees or those of our subcontractors are exposed to an asbestos hazard, PCP's or other hazardous substances, you agree to indemnify, defend, and hold us harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Removal and disposal of asbestos containing material is the responsibility of the contractor.

All sill supports, including steel angles where required, and sill recesses (if sill angles not supplied by Elevator Contractor) and the grouting of door sills. Provide O.S.H.A. compliant removable temporary enclosures or other protection (barricades and kickboards) from open hoistways during the time the elevator is being installed (protection must allow clearance for installation of entrance frames). Proper trenching and backfilling for any underground piping and/or conduit, Cutting and patching of walls, floors, etc., and removal of such obstructions as may be necessary for proper installation of the elevator. Setting anchors and sleeves. Pockets or blockouts for

INITIALS: _____

- signal fixtures. Structural steel door frames with extensions to beam above if required on hoistway sides and sills for freight elevators, including finish painting of these items.

Suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. Wiring to controller for car lighting. (Per N.E.C. Articles 620-22 and 620-51). Electric power without charge, for construction, testing and adjusting of the same characteristics as the permanent supply. A means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room will be furnished by the electrical contractor. This means shall not be self-resetting. Wiring and conduit from life safety panel or any other monitor station to elevator machine room or suitable connection point in hoistway.

The contractor will provide a temporary 220 VAC - 30 amps single phase terminal with disconnect for each traction elevator in the machine room(s) and within 50 feet of the machine room(s) for hydraulic elevators at the start of the job for temporary operation of work platform.

Heat and smoke sensing devices at elevator lobbies on each floor, machine room, and hoistways (where applicable), with normally open dry contacts terminating at a properly marked terminal in the elevator controller. Telephone connection to elevator controller (must be a dedicated line and monitored 24 hours. Instrument in cab by others. One additional telephone line per group of elevators for diagnostic capability wired to designated controller.

Emergency power supply with automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller. Electrical cross connection(s) between elevator machine rooms for emergency power purposes is/are to be provided by others. Any governmentally required safety provisions not directly involved for elevator installation. All painting, except as otherwise specified. Temporary elevator service prior to completion and acceptance of complete installation. Furnishing, installing and maintaining the required fire rating of elevator hoistway walls, including the penetration of fire wall by elevator fixture boxes, is not the responsibility of the elevator contractor. Flooring and/or installation of flooring by others.

The Owner is to provide a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground.

Remote wiring to outside alarm bell as requested by the Safety Code for Elevators and Escalators (ASME 17.1) (where applicable).

Costs for additional inspections of the elevator equipment by code authorities after the initial one fails due to items that are the responsibility of the contractor, or for assisting others inspecting equipment installed by others.

The Owner agrees to provide a dry and secure area adjacent to the hoistway(s) at ground level for storage of the elevator equipment at the time of delivery. Adequate ingress and egress to this area will also be provided. Any relocation of the equipment as directed by the contractor after its initial delivery will be at contractor's expense.

The Owner agrees to provide at no cost a crane to hoist elevator equipment as needed.

Composite clean-up crews will not be provided. We will be responsible for our own housekeeping.

All existing equipment removed by company shall become the exclusive property of company.

PART 8 – SPECIAL CONDITIONS

1. Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.
2. It is agreed that our workmen shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our opinion, this provisions is being violated. In the event our employees or those of our subcontractors are exposed to an asbestos hazard, PCB's or other hazardous substances, caused by individuals other than our employees, or those of our subcontractors, you agree to indemnify, defend, and hold us harmless from all damages, claims, suits, expenses and payments resulting from such exposure.

INITIALS:

3. Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.
4. A dry and protected area, conveniently located to the elevator hoistway, will be assigned to us without cost, for storage of our material and tools. You agree that if you are not ready to accept delivery of the equipment when we notify you it is ready, you will immediately make the payments due for the equipment and designate some local point where you will accept delivery unless you designate such point of delivery within two weeks. We are authorized to warehouse the equipment within or without our factory at your risk. You shall reimburse us for all costs due to extra handling and warehousing.
5. Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished upon request.
6. We shall not be liable for any loss, damage or delay caused by acts of Government, strikes, lockout, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, or acts of God, or any cause beyond our reasonable control, and in no event shall we be liable for consequential damages.
7. Should loss of or damage to our material, tools or work occur at the erection site, you shall compensate us therefore, unless such loss or damage results from our own acts or omissions.
8. If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.
9. In the event of any default by you in any payment, or of any other provision of this contract, the unpaid balance of the purchase price, less the cost of completing the work, as estimated by us, shall immediately become due and payable irrespective of the acceptance by us of notes from you or extension of time for payment. In the event an attorney is engaged to enforce and collect payment due, hereunder either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this agreement to be in Broward County, FL or in any other county of ORACLE ELEVATOR's choice.

The rights of ORACLE ELEVATOR under this agreement shall be cumulative and the failure on the part of the company to exercise any rights given thereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by ORACLE ELEVATOR in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Purchaser's acceptance of this agreement and its approval by an executive officer of ORACLE ELEVATOR will constitute exclusively and entirely the agreement for the service herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or similar document, the provisions, terms and conditions of this agreement will govern in the event of a conflict, this proposal and contract is hereby accepted.

PART 9 – TERMS & CONDITIONS

All work shall be performed in accordance with the latest revised edition (as of the date of this proposal) of the United States of America Standard Safety Code for Elevators, Escalators, and Dumbwaiters, the National Electrical Code, and/or such State and Local Codes as may be applicable, as well as Company's Work-Not-Included form. Subsequent to the date of this proposal, should changes be made in any code, or should rulings by any code enforcing authorities extend the application of the code, the work and materials necessary to make the installation comply with such changes shall be performed as an addition to the contract price.

PERMITS, TAXES AND LICENSES: All applicable sales and use taxes, permit fees and licenses imposed upon us as an Elevator Contractor as of the date of this proposal is included in the contract price. The Purchaser agrees to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from the Purchaser or the Company on account thereof, by any law enacted after the date of this proposal.

TEMPORARY SERVICE: Should the service of any elevator be required before completion and final acceptance, the Purchaser agrees to sign our Construction Use form, Warranty Extension and/or Service Agreement and be bound by the terms and conditions thereof. A copy of this form will be furnished on request.

INITIALS:

ACCEPTANCE OF INSTALLATION: Upon notice from us that the installation of the elevator has been completed, the Purchaser will arrange to have present at the installation site, a person duly authorized to make the final inspection and to provide a written acceptance. The date and time that such person will be present at the site shall be as mutually agreed, but shall not be more than ten business days after the date of our notice to you, unless we both agree to a certain date thereafter. Such final inspection and certificate of acceptance shall not be unreasonably delayed or withheld.

WARRANTY: We warrant the equipment installed by us under this contract against defects in materials and workmanship for a period of one year from the date each elevator is completed and placed in operation. This warranty is in lieu of any other liability for defects. We make no warranty of merchantability and no warranties which extend beyond the description in this contract, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that we will provide free service for periodic examination, lubrication, or adjustment due to normal use beyond that included in the contract, nor will we correct, without a charge, breakage, maladjustments, or other trouble arising from abuse, misuse, improper or inadequate maintenance, or any other causes beyond our control. In the event of a claim, you must give us prompt written notice, and provided all payments due under the terms of this contract have been made in full, we shall, at our own expense, correct any proven defect by repair or replacement. We will not, under this warranty, reimburse you for cost of work done by others, nor shall we be responsible for the performance of equipment to which any revisions or alterations have been made by others.

If there is more than one (1) unit in this contract, this section shall apply separately to each unit as completed and placed in operation.

TITLE AND OWNERSHIP: We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extensions thereof, shall have been made in the event of any default by you in any payment, or under any other provision of this contract, we may take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financial or continuation statements which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

Oracle Elevator Service Company complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. Oracle Elevator Service Company support Equal Employment Opportunity and Affirmative Actions Compliance programs.

We reserve the right to discontinue our work at any time until payments have been made as agreed, and we have assurance satisfactory to us that the subsequent payments will be made as they become due. Any payments not paid when due shall bear interest at legal rate in force at the place of the project.

If after the work has been substantially completed, full completion is materially delayed through no fault of ours, you shall make such additional payments as may be required to leave outstanding only an amount equal to the value as estimated by us, based on the contract price, of the uncompleted portion.

Purchaser expressly releases, discharges and acquits ORACLE ELEVATOR expressly agrees to remain liable for any and all claims for loss, damage, detention, death or injury, of any nature whatsoever, to any person, use, operation, installation or condition of the elevator(s) which are subject to this contract, or the associated areas, regardless of whether such actions arise from the use, operation, installation or condition of the elevator(s), machine room(s), hatchways(s), or any of their component parts. Claims expressly covered by this agreement include those made by the purchaser, its successors, heirs, assigns, agents, and employees as well as those made by any other person or entity whatsoever claiming against ORACLE ELEVATOR. The types of claims expressly covered by this agreement include but are not limited to any loss, damage, injury, death, delay, or detention to persons, entities, or property caused by obsolescence, misuse of equipment, design of equipment, installation of equipment and the associated areas surrounding such equipment regardless of whether such claims arise out of the negligent acts or omissions of ORACLE ELEVATOR, ITS OFFICERS, AGENTS OR EMPLOYEES OR ANY OTHER CAUSE WHATSOEVER.

INITIALS:

One percent of the purchase price represents specific consideration for which the Purchaser expressly agrees to the above and further agrees to indemnify, defend and save harmless ORACLE ELEVATOR from and against any and all liability, costs, expenses, judgment awards, interest, attorneys' fees or any other damages which may be sustained by or imposed by law on ORACLE ELEVATOR as a result of any and all such claims or actions against ORACLE ELEVATOR, including but not limited to the claims or actions discussed above regardless of whether such claims arise out of the joint, or sole negligent acts or omissions of ORACLE ELEVATOR, its officers, agents or employees or any other cause whatsoever.

Purchaser expressly agrees to name ORACLE ELEVATOR as an additional insured under their general liability and excess (umbrella) insurance policies for the claims set out above.

THIS SECTION INTENTIONALLY LEFT BLANK

INITIALS:

PART 10 – PRICE AND PAYMENT SCHEDULE

BASE PRICE: EIGHTY-SEVEN THOUSAND FOUR HUNDRED THIRTY-THREE AND 00/100 DOLLARS (\$87,433.00)

WARRANTY

We warranty all material and workmanship for 12 months on apparatus repaired or replaced under this proposal. This warranty does not apply to any damage incurred due to water intrusion, vandalism or negligence. No other work, except as detailed under "scope of work" is intended or implied. The equipment will still need to be serviced in accordance with a full maintenance contract during the warranty period.

PAYMENT SCHEDULE

1. The first 33.33% of contract amount is to accompany a signed and dated copy of this proposal. No work will be scheduled or material ordered until the signed proposal and first payment are received.
2. The second 33.33% of the contract amount is due upon material delivery either to an agreed upon staging/storage facility or to the job site.
3. The remaining 33.34% shall be paid upon the completion of the elevator.

FOR ORACLE ELEVATOR CO:

FOR PURCHASER:

(Signature of Oracle Representative)

(Signature of Authorized Representative)

(Printed or Typed Name)

(Printed or Typed Name)

(Title)

(Title)

(Date)

(Date)

ORACLE ELEVATOR COMPANY APPROVAL

By: _____
(Signature)

Title: _____

Date: _____

BILLING INFORMATION

For questions about billing please contact:

Oracle Elevator Company
Accounts Payable
2860 Highway 71 North Suite E
Marianna, FL 32446-1893
P: (850) 526-8150

INITIALS: _____

MODERNIZATION UPGRADES/GUIDELINES CHECKLIST

The following is a list of common elevator inspection deficiencies that the building owner is required to adhere to. This work must be completed by the owner prior to commencement of Modernization or installation of new elevator components, and before inspection of the elevator. This is not an official document and does not in any way change requirements defined elsewhere.

This check list is only intended as a guideline for Owner/Contractors based upon our experience with inspectors and knowledge of applicable code. Local authorities having jurisdiction can make additional requests.

- Provide GFCI duplex outlets in the machine room and pit.
- Provide permanently installed electric lighting in machine room with a lighting intensity of at least 200lx (19 fc) at the floor level.
- Provide separate outlet (GFCI) for sump pump in pit.
- Existing sump pump may not drain into the sewer system. Must have a suitable cover, Dedicated GFCI power supply and a visible outlet to a 55 gallon drum or approved oil separator.
- The pit lighting shall provide an illumination of not less than 100lx (10 fc) at the pit floor.
- Provide a class ABC fire extinguisher; to be located within reach of machine room doorway.
- Remove all foreign pipes, wiring, material, and electrical switches such as hallway lights from machine room, that are not directly related to the elevator. Nothing that invites anyone into the room but licensed elevator personnel is allowed. No alarm panels, security systems, fire panels, light switches, plumbing shut off valves, etc. are allowed in this room.
- Insure that the room rating is secure. Inspector may not allow drop ceilings or other means of "hiding" pipes, wiring, etc.; any holes in machine room walls must be repaired.
- 120 VAC Cab Lights disconnect adjacent to Main Line Disconnect of the opening side of the machine room door.
- Main Line Disconnect shall have a means to be locked in the "off" position and cannot be opened while in the "on" position. Dual element slow blown fuses and rejection clips are required by National Electric Code. Disconnect must have auxiliary contact to disconnect emergency rescue device if such rescue device is being installed. Disconnect will need to be properly grounded.
- Each enclosed elevator lobby must have an automatic means of fire detection regardless of ambient conditions, at all floors. Have your alarm company speak with us before they bid the job.
- Install smoke and heat rise sensors per code. Supervisory panel may not be located in the machine room. Provide dry contact closure from all three zones inside or adjacent to elevator controller.
- Provide proper clear, safe access to the machine room.
- Install dedicated telephone line for Elevator Emergency Telephone Service in the car and provide an on-demand, authorized personnel with information that identifies the building location, elevator number and assistance is required.
- Machine room door must be self-closing, self-locking and fire rated to 1.5 hours.
- Provide HVAC per code requirements.
- Provide light protection in machine room and elevator.

INITIALS: