



thyssenkrupp Company, 6942 Phillips Parkway Drive South, Jacksonville, FL 32256

June 25, 2018

City of Gainesville  
Procurement Division  
200 E University Ave  
Gainesville FL 32601

Reference: Bid No.Fmgt-180080-MS

To whom this may concern,

We are pleased to submit our bid for the modernization of the (base bid) two (2) geared traction elevators at the Gainesville City Hall and the one (1) hydraulic elevator at the Old Library. thyssenkrupp Elevator has performed a jobsite survey of the existing equipment and is fully aware of the jobsite conditions. Our bid is in accordance and complies with the scope of work provided by VTE on April 20, 2018.

Scope or Work Clarifications

Below are clarifications to the scope of work:

1. ThyssenKrupp Elevator will be utilizing the following elevator products as specified in the bid documents:
  - a. Traction Elevators
    - i. Traction Controllers- MCE Motion 4000 Series Controller, Non-Regen TorQmax F5 Drive
    - ii. Geared Machines- Retain and Refurbish as noted in the Specifications
    - iii. Motor- Imperial 15 HP AC Motor
    - iv. Rope Gripper- Hollister Whitney 622
    - v. Door Operator- Wittur LD-16 Door Operator
    - vi. Door Hardware- Relating Equipment at necessary
    - vii. Car and Hall Fixtures- Innovation Main COP along with Hall Pushbutton Stations as noted in the Specifications
    - viii. Levelling and Landing System- LS-ELCGO
    - ix. Cab Interior- Retro Elevator, Rendering Provided
  - b. Hydraulic Elevators
    - i. Traction Controllers- MCE Motion 2000 Controller
    - ii. Pumping Unit- MEI 25 HP Pumping Unit with Maxton Valve
    - iii. Door Operator- Wittur LD-16 Door Operator
    - iv. Door Hardware- Relating Equipment at necessary
    - v. Car and Hall Fixtures- Innovation Main COP along with Hall Pushbutton Stations as noted in the Specifications
    - vi. Levelling and Landing System- LS-QUTE with Tape
    - vii. Cab Interior- Retro Elevator, Rendering Provided
2. To confirm, we have not carried any overtime in our base bid outside of miscellaneous cleaning and painting.
3. tkE working hours are Monday through Thursday, 7:00am to 5:30pm.
4. All material will be shipped and kept in our warehouse in Jacksonville FL until it is ready for installation.
5. Parking- tkE will require one (1) parking spot per crew during the duration of the project.

6. Asbestos- tkE has bid this project under the assumption that all potential asbestos in the building has been abated. If this is found to be untrue proper abatement will be the responsibility of the building.
7. Clarify "Final Acceptance" being defined as substantial completion of all punch list items and a satisfactory inspection report being provided to ownership and tkE.
8. Bond- tkE has carried 1.5% for the required performance and payment bond. Necessary paperwork is available upon award.

#### Related Work

- tkE has carried the cost of related work, scope defined below:
- **CITY HALL #1 & #2**
- ELEVATOR MACHINE ROOMS, HOISTWAYS AND PIT AREAS
  - 1. Furnish and install fire rated patches and fire stopping by a certified installer any existing holes or voids in the elevator machine room, hoistway and pit to meet code, including the existing wall fan and wall vent.
- AIR CONDITIONING
  - 1. Furnish and install one (1) 2 ½ ton, duct-free, mini split system air conditioner in the elevator machine room. Location of outdoor unit to be approved by owner. Assumed to be wall mount bracket at ground level. Additional costs will be incurred for a roof mounted rack.
- POWER AND LIGHTING FOR ELEVATOR
  - 1. Provide to demo any electrical equipment or conduits not scheduled for retention pertaining to the elevator machinery space, including the existing space heater. 2. Furnish and install two (2) new shunt trip circuit breakers with lockable enclosures for main line power. Disconnect size and reuse of existing feed is based on full load amps of the existing machines. NCI has no work included to replace the main line power feeds to the machine room. a. Note: Existing main line disconnect is rated for 100A (#1) and 60A (#2). b. Note: Existing main line feed is size 6 AWG, good for 65A. c. Note: Existing main feed circuit breaker size is 60A each. d. Note: Maximum full load amps of new equipment for existing feed is 48A. 3. Furnish and install one (1) new heavy duty, fused disconnects for cab lighting and fan exhaust, lockable in the OFF position only. 4. Furnish and install all necessary load side conduit and wire from the main line and cab light disconnects to the new elevator controllers. Final connection by the elevator contractor. 5. Furnish and install guarded LED light fixtures as needed to reach 10ftc in the elevator machine room. 6. Furnish and install two (2) new GFCI duplex receptacles in the machine room. 7. Furnish and install a new junction box, conduit and phone line in the machine room for elevator phone service. Phone service to machine room by owner. Final connection to elevator controller by elevator contractor. 8. Furnish and install heavy duty disconnects, lockable in the closed position and all necessary conduit and power wire to provide power to the new AC unit from an emergency power source. Furnish and install vaporproof LED light fixtures with switch in each elevator pit to achieve 10ftc (2 total). 9. Furnish and install one (1) GFCI duplex receptacle in each elevator pit. Isolate pit GFCI from lighting per code. 10. Furnish and install one (1) new dedicated non-GFCI outlet with waterproof in-use cover in the elevator pit for the existing sump pump. Note: Proper operation of the existing sump pump could not be verified. No sump pump work is included. 11. Furnish and install one (1) new 300 amp automatic transfer switch to replace existing. Factory parts for elevator pre-transfer signal are not available due to obsolescence. 12. Furnish and install one (1) new set of emergency power and elevator pre-transfer signal wires from the automatic transfer switch to the elevator hoistway at the same level. 13. Provide labels on all disconnects showing source of power.
- FIRE ALARM
  - 1. Furnish and install one (1) new relay module in the elevator machine room for fire hat. 2. Furnish and install five (5) new weatherproof heat detectors to be within 24" of the existing sprinkler heads. 3. Furnish and install one (1) new shunt



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trip relay and one (1) shunt trip power monitoring module in the elevator machine room. 4. Provide for engineering, programming, pre-test and final elevator inspection. 5. Note: Any additional requirements by the AHJ are not included and will be considered new work.

- **OLD LIBRARY BUILDING**

- **ELEVATOR MACHINE ROOMS, HOISTWAYS AND PIT AREAS**

- 1. Furnish and install fire rated patches and fire stopping by a certified installer any existing holes or voids in the elevator machine room, hoistway and pit to meet code, including the existing wall vent and wall fan.

- **AIR CONDITIONING**

- 1. Provide to demo the existing machine room air conditioning equipment from the machine room. Furnish and install sheet metal duct covers on the remaining supply and return openings. 2. Furnish and install one (1) 1 ton, duct-free, mini split system air conditioner in the elevator machine room. Location of outdoor unit to be approved by owner. Assumed to be wall mount bracket at ground level. Additional costs will be incurred for a roof mounted rack.

- **POWER AND LIGHTING FOR ELEVATOR**

- 1. Provide to demo any electrical equipment or conduits not scheduled for retention pertaining to the elevator machinery space. 2. Furnish and install one (1) new shunt trip circuit breaker with lockable enclosure for main line power. Disconnect size and reuse of existing feed is based on full load amps of the existing machines. NCI has no work included to replace the main line power feeds to the machine room. a. Note: Existing main line disconnect is rated for 100A and fused at 70A. b. Note: Existing main line feed is size 4 AWG, good for 85A. c. Note: Existing main feed circuit breaker size is 80A. d. Note: Maximum full load amps of new equipment for existing feed is 64A. 3. Furnish and install one (1) new heavy duty, fused disconnect for cab lighting and fan exhaust, lockable in the OFF position only. 4. Furnish and install all necessary load side conduit and wire from the main line and cab light disconnects to the new elevator controller. Final connection by the elevator contractor. 5. Furnish and install guarded LED light fixtures as needed to reach 19ftc in the elevator machine room. 6. Furnish and install one (1) new GFCI duplex receptacle in the machine room. 7. Furnish and install a new junction box, conduit and phone line in the machine room for elevator phone service. Phone service to machine room by owner. Final connection to elevator controller by elevator contractor. 8. Furnish and install vaporproof LED light fixtures with switch in the elevator pit to achieve 10ftc. 9. Furnish and install one (1) GFCI duplex receptacle in the elevator pit. Isolate pit GFCI from lighting per code. 10. Furnish and install one (1) new dedicated non-GFCI outlet with waterproof in-use cover in the elevator pit for the existing sump pump. Note: Proper operation of the existing sump pump could not be verified. No sump pump work is included. 11. Furnish and install heavy duty disconnects, lockable in the closed position and all necessary conduit and power wire to provide power to the new AC unit from an emergency power source. 12. Furnish and install one (1) new set of emergency power signal wires from the existing automatic transfer switch to the elevator machine room. Provide to install signal splitter due to both NO auxiliary contacts being used in the existing ATS. 13. Provide labels on all disconnects showing source of power.

- **FIRE ALARM**

- 1. Furnish and install one (1) new relay module in the elevator machine room for fire hat. 2. Furnish and install one (1) new weatherproof heat detector to be within 24" of the uncovered sprinkler head in the machine room. 3. Furnish and install one (1) new shunt trip relay and one (1) shunt trip power monitoring module in the elevator machine room. 4. Provide for engineering, programming, pre-test and final elevator inspection. 5. Note: Any additional requirements by the AHJ are not included and will be considered new work.

- **ALTERNATIVE BID #2: THOMAS CENTER A & B**

- **ELEVATOR MACHINE ROOMS, HOISTWAYS AND PIT AREAS**



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- 1. Furnish and install fire rated patches and fire stopping by a certified installer any existing holes or voids in the elevator machine room, hoistway and pit to meet code. 2. Furnish and install a fire rated patch on the existing machine room door vents.
- AIR CONDITIONING
  - 1. Furnish and install one (1) 1 ton, duct-free, mini split system air conditioner in each elevator machine room (2 total). Location of outdoor unit to be approved by owner. Assumed to be wall mount bracket at ground level. Additional costs will be incurred for a roof mounted rack.
- POWER AND LIGHTING FOR ELEVATOR
  - 1. Provide to demo any electrical equipment or conduits not scheduled for retention pertaining to the elevator machinery spaces, including the non-elevator related wiring in the Bldg B machine room. 2. Furnish and install two (2) new heavy duty, fused main line disconnects lockable in the OFF position only with electrical interlock switch with auxiliary contacts for battery lowering device and RK fuses with rejection clips. Disconnect size and reuse of existing feed is based on full load amps of the existing machines. NCI has no work included to replace the main line power feeds to the machine room. a. Note: Existing main line disconnect is rated for 100A and fused at 100A. b. Note: Existing main line feed is size 6 AWG, good for 65A. c. Note: Existing main feed circuit breaker size is 100A. d. Note: Maximum full load amps of new equipment for existing feed is 65A. 3. Furnish and install one (1) new heavy duty, fused disconnect for cab lighting and fan exhaust, lockable in the OFF position only for Bldg B machine room. Provide to retain existing cab light disconnect for Bldg A machine room. 4. Furnish and install all necessary load side conduit and wire from the main line and cab light disconnects to the new elevator controllers. Final connection by the elevator contractor. 5. Furnish and install guarded LED light fixtures as needed to reach 19ftc in each elevator machine room. 6. Furnish and install one (1) new GFCI duplex receptacle in each machine room. 7. Furnish and install a new junction box, conduit and phone line in each machine room for elevator phone service. Phone service to machine room by owner. Final connection to elevator controller by elevator contractor. 8. Furnish and install vaporproof LED light fixtures with switch in each elevator pit to achieve 10ftc. 9. Furnish and install one (1) GFCI duplex receptacle in each elevator pit. Isolate pit GFCI from lighting per code. 10. Furnish and install two (2) new circuits with heavy duty disconnects, lockable in the closed position and all necessary conduit and power wire to provide power to the new AC units. 11. Provide labels on all disconnects showing source of power.
- FIRE ALARM
  - 1. Furnish and install three (3) new relay modules in the Bldg A elevator machine room for primary recall, alternate recall and fire hat. 2. Furnish and install one (1) new relay modules in the Bldg B elevator machine room for fire hat. 3. Furnish and install one (1) new weatherproof heat detector to be within 24" of the uncovered sprinkler head in the Bldg B machine room. Provide to move the existing heat detector to be within 24" of the other sprinkler head. 4. Provide to move the existing heat detector to be within 24" of the sprinkler head at the top of the Bldg B hoistway. 5. Provide for engineering, programming, pre-test and final elevator inspection. 6. Note: Any additional requirements by the AHJ are not included and will be considered new work.
- **ALTERNATIVE BID #4: CITY HALL #3**
- ELEVATOR MACHINE ROOMS, HOISTWAYS AND PIT AREAS
  - 1. Furnish and install fire rated patches and fire stopping by a certified installer any existing holes or voids in the elevator machine room, hoistway and pit to meet code. 2. Furnish and install a fire rated patch on the existing machine room door vent.
  -
- AIR CONDITIONING
  - 1. Furnish and install one (1) 1 ton, duct-free, mini split system air conditioner in the elevator machine room. Location of outdoor unit to be approved by owner. Assumed to be wall mount bracket at ground level. Additional costs will be incurred for a roof mounted rack.



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- **POWER AND LIGHTING FOR ELEVATOR**
  - 1. Provide to demo any electrical equipment or conduits not scheduled for retention pertaining to the elevator machinery space. 2. Furnish and install one (1) new shunt trip circuit breaker with lockable enclosure for main line power. Disconnect size and reuse of existing feed is based on full load amps of the existing machines. NCI has no work included to replace the main line power feeds to the machine room. a. Note: Existing main line disconnect is rated for 60A and fused at 60A. b. Note: Existing main line feed is size 6 AWG, good for 65A. c. Note: Existing main feed circuit breaker size is 60A. d. Note: Maximum full load amps of new equipment for existing feed is 48A. 3. Furnish and install one (1) new heavy duty, fused disconnect for cab lighting and fan exhaust, lockable in the OFF position only. 4. Furnish and install all necessary load side conduit and wire from the main line and cab light disconnects to the new elevator controller. Final connection by the elevator contractor. 5. Furnish and install guarded LED light fixtures as needed to reach 19ftc in the elevator machine room. 6. Furnish and install one (1) new GFCI duplex receptacle in the machine room. 7. Furnish and install a new junction box, conduit and phone line in the machine room for elevator phone service. Phone service to machine room by owner. Final connection to elevator controller by elevator contractor. 8. Furnish and install vaporproof LED light fixtures with switch in the elevator pit to achieve 10ftc. 9. Furnish and install one (1) GFCI duplex receptacle in the elevator pit. Isolate pit GFCI from lighting per code. 10. Furnish and install one (1) new dedicated non-GFCI outlet with waterproof in-use cover in the elevator pit for the existing sump pump. Note: Proper operation of the existing sump pump could not be verified. No sump pump work is included. 11. Furnish and install heavy duty disconnects, lockable in the closed position and all necessary conduit and power wire to provide power to the new AC unit from an emergency power source. 12. Furnish and install one (1) new set of emergency power signal wires from the automatic transfer switch to the elevator machine room. Final connection to elevator equipment by elevator contractor. 13. Provide labels on all disconnects showing source of power.
  
- **FIRE ALARM**
  - 1. Furnish and install one (1) new relay module in the elevator machine room for fire hat. 2. Furnish and install one (1) new heat detector to be within 24" of the existing uncovered sprinkler head in the machine room. 3. Furnish and install one (1) new shunt trip relay and one (1) shunt trip power monitoring module in the elevator machine room. 4. Provide for engineering, programming, pre-test and final elevator inspection. 5. Note: Any additional requirements by the AHJ are not included and will be considered new work.

#### Categories of Maintenance

- Interim Maintenance: *NOT* included in base bid.
- Warranty Maintenance: *IS* included in base bid, 12 months per elevator upon turnover.
- Labor Rates:
  - Regular Time= \$266.00 per mechanic hour
  - Over Time= \$452.20 per mechanic hour
  - Double Time= \$532.00 per mechanic hour

#### Tentative Schedule

- (8.6.18) Contract fully executed and initial deposit received
- (8.13.18 – 8.24.18) **2 Weeks** Final engineering review and confirming abstract approved by local office.
- (8.27.18 – 9.7.18) **2 Weeks** Customer Submittal Approvals
- (9.10.18 – 11.9.18) **9 Weeks** Material Manufacturing
- (11.12.18 – 11.16.18) **1 Week** Material Shipping
- (11.19.18 – 1.18.19) **9 Weeks** Elevator #1 Demo and Install, City Hall (Holidays)
- (1.21.19 – 2.15.19) **8 Weeks** Elevator #2 Demo and Install, City Hall
- (2.18.19 – 3.22.19) **5 Weeks** Elevator #3 Demo and Install, Old Library



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#### ThyssenKrupp Elevator Staffing Plan

Erik Murnane, Branch Manager of TKE Jacksonville, will work hand in hand with the City of Gainesville to be sure that you are fully satisfied with thyssenkrupp Elevator's commitment to service and quality. Billy Brown, Modernization Operation Manager and Alys Roark, Project Coordinator, will oversee and coordinate the day-to-day supervision/execution of the modernization including coordination of all work with the related trades. They will be responsible for ensuring that the work delivers both quality and value with a focus on effectiveness, efficiency and seamless coordination. Billy Brown will supervise one, two man crew who will be on the project from start to finish. In addition to the crew Jim Slack will be the primary adjustor on this project and will ensure each unit is adjusted appropriately prior to turnover. Chris Roop, Service Manager, will supervise and manage the service mechanic(s) as well as the day-to-day maintenance activity and business (if required). As a team we will communicate, facilitate and maintain all aspects of the project. The result will be the best possible modernization product.

#### Resume-

The employees submitted below for approval come with expertise and substantial/credible work history. All field mechanics hired with by thyssenkrupp Elevator have completed all necessary classroom and field training required by the Union, Local 49.

1. Erik Murnane- Branch Manager
  - a. Erik began his career with tKE in Dallas TX as a modernization sales representative in 2011. In the years following he transferred to Palm Beach FL as a service/repair Account Manager and most recently transition to the Branch Manager of Jacksonville/Gainesville FL. Graduated from Florida State University in 2011 with a BA in Business Management and Human Resource Management. OSHA 10 certified and LEED Green Associate.
  - b. 7 years in the industry
  - c. 561-441-0139
2. Billy Brown- Modernization Operations Manager
  - a. Billy began his career working as a technician in the new installation field here in N FL. Since his initial position Billy has worked as a new construction and modernization adjustor, Superintendent and most recently NI/MOD Operations manager for the N FL District. OSHA 300 certified, Occupational Safety Training.
  - b. 32 years in the industry
  - c. 904-219-0512
3. Jim Slack- Modernization Adjustor, Jacksonville/Gainesville
  - a. Jim started with Miami Elevator in 1984 as a helper in the NI field. He became a traction foreman adjustor in 1988 for Miami Elevator. He took an opportunity to run a route in Miami's service department for 1 year following this position and quickly graduated to a service foreman in Miami for the two following years. After running with the service department Jim went into modernization field and ran that department in Miami. Jim transferred to Jacksonville/Gainesville in 2002 to help adjust key projects for our modernization team. He has been a modernization adjustor ever since.
  - b. 33 years in the industry
  - c. 904-759-2187
  - d. CC License 1246

#### References

The following projects have either been recently completed or will be completed within the next 12 months. Please note these are a few highlight properties, all projects are in located in Union Local 49.

1. One Enterprise
  - a. Downtown Jacksonville
  - b. 8' Gearless Traction and 1 Geared Traction- Installing tKE TAC32T
  - c. New management/ownership as we speak, will supply contact upon request
2. Towers of Jacksonville
  - a. Downtown Jacksonville



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- b. 2 Geared Tractions- Installed tkE TAC32T
  - c. Daryl Weinstein: 904-208-2028
- 3. Riverside Presbyterian Apartments
  - a. Downtown Jacksonville
  - b. 2 Geared Tractions- Installed tkE TAC32T
  - c. Bill Boedicker: 407-839-5050
- 4. Riverside Presbyterian House
  - a. Downtown Jacksonville
  - b. 2 Geared Tractions- Installed tkE TAC32T
  - c. Bill Boedicker: 407-839-5050
- 5. Bank of America Operations 300
  - a. Southside Avenue Area
  - b. 2 Geared Tractions, 1 Hydraulic- Installed tkE TAC32T on Traction and TAC32 on Hydro
  - c. Nora Hennig: 904-464-3051
- 6. Liberty Center
  - a. Butler Blvd and 295
  - b. 3 Geared Tractions- Installed tkE TAC32T
  - c. Amir Moghaddam: 904-757-4000
- 7. Suddath Building
  - a. Downtown Jacksonville
  - b. 2 Geared Tractions- Installing tkE TAC32T with new Gearless Machines
  - c. Jamie Cuthbertson: 904-256-5540
- 8. Park Lane Condominiums
  - a. Riverside, Jacksonville
  - b. 2 Geared Tractions- Installing tkE TAC32T with new Geared Machines
  - c. PM transition, contact information available upon request
- 9. City Market Place
  - a. Palm Coast FL
  - b. 3 Hydraulic Elevators- Installed tkE TAC32
- 10. Wells Fargo Tower- Glassback Hydraulics
  - a. Downtown Jacksonville
  - b. 2 Hydraulic Elevator- Installed MCE Control Systems with new Power Units
- 11. Emergency Operations Center
  - a. Downtown Jacksonville
  - b. 2 Gearless and 1 Geared Traction Elevators- Installing tkE TAC32T with new Gearless/Geared Machines
  - c. Roy Birbal- 904-255-4330
- 12. UF Shands- 9 Pack
  - a. Shands Hospital Gainesville
  - b. 9 Gearless machines- Installed tkE TAC32T controllers

If you have any questions or need additional information, please do not hesitate to contact me on my cell 561-441-0139.

Thank you for your time and consideration and we look forward to being a valued partner of the City of Gainesville.

Kind Regards,

Erik Murnane  
LEED Green Associate



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Branch Manager- thyssenkrupp Elevator, Jacksonville/Gainesville





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# City Of Gainesville City Hall

## Ceiling

Satin Stainless steel 6  
Fixture LED ceiling.

## Reveals

Satin Stainless steel  
recessed reveals

## Custom Panels

Wilson art Premium Laminate  
panels as selected by  
customer. Upper wall panel  
area, second row from ceiling  
only to be textured stainless  
steel as approved by  
customer, 5HR Rigidized  
metals shown. All panels to be  
applied utilizing z-clips to allow  
for future removal as needed.

## Handrail

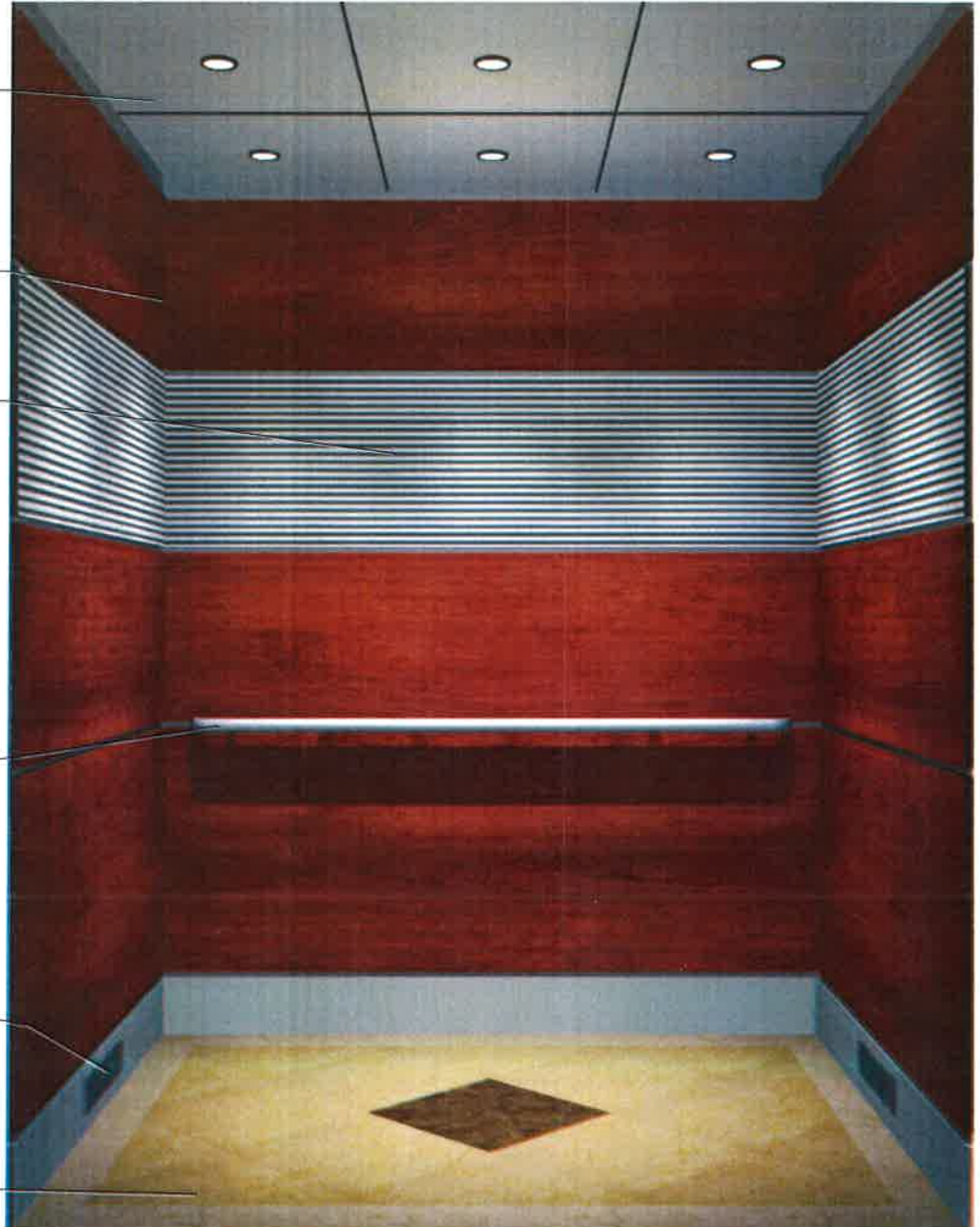
Satin stainless steel tubular rear  
wall only, ends returned

## Base

6" tall protruded Satin  
Stainless steel with  
punched ventilation.

## Flooring

Remain as is or as  
approved by customer



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(727) 895-8144

[www.retroelevator.com](http://www.retroelevator.com)



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# City Of Gainesville Thomas Center

## Ceiling

Satin Muntz with two sets of Applied moldings , 6 Fixture LED ceiling.

## Reveals

Black Laminate recessed reveals

## Custom Panels

Wilson art Premium Laminate panels as selected by customer. Applied hardwood moldings finished to match laminate selected. All panels to be applied utilizing z-clips to allow for future removal as needed.

## Handrails

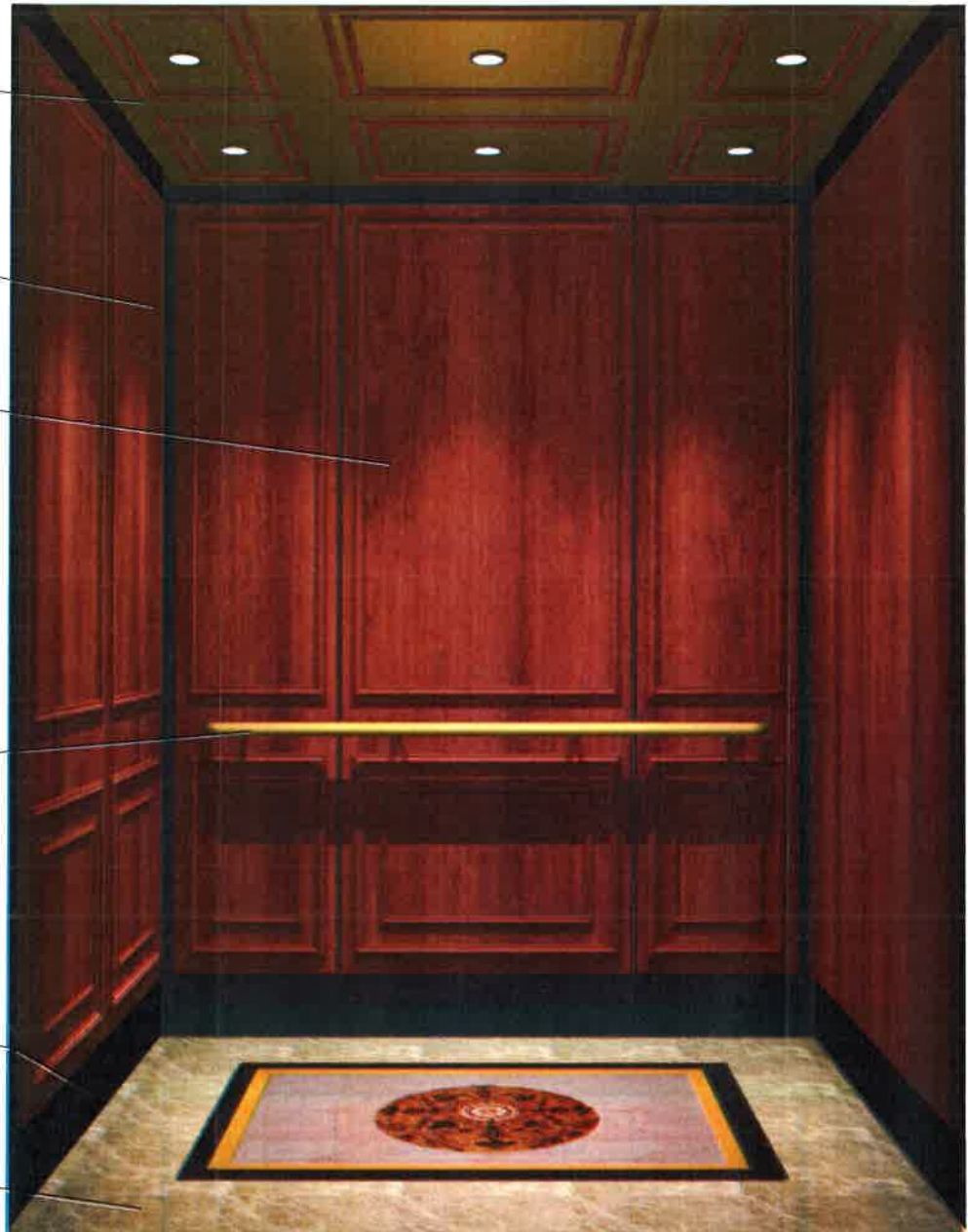
Satin Muntz tubular rear wall only

## Base

Black laminate base with concealed ventilation incorporated into lower wall panels. .

## Flooring

Remain as is or as approved by customer



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**BID CLARIFICATION AMENDMENT**

This Bid Clarification Amendment (“Amendment”) shall be made part of ThyssenKrupp Elevator’s bid. In the event of conflict with other terms, conditions, or contract documents, this Amendment shall govern. ThyssenKrupp Elevator shall not be liable for indirect, special, incidental, exemplary or consequential damages. Final Contract terms are subject to review and approval by ThyssenKrupp’s legal department.

**SECTION II – GENERAL CONDITIONS**

3.3 Amend so ThyssenKrupp Elevator shall not be liable for actual damages for delay.

8.3 The City shall be added to ThyssenKrupp Elevator’s general liability insurance policy as an additional insured. Such additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by ThyssenKrupp Elevator’s acts, actions, omissions or neglects and not to the extent caused by the additional insured’s own acts, actions, omissions, or negligence or for bare allegations.

**THYSSENKRUPP ELEVATOR CORP.**

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## ADDENDUM NO. 1



Date: May 29, 2018

Bid Date: June 29, 2018  
at 3:00 P.M. (Local Time)

Bid Name Elevator Modernization

Bid No.: FMGT-180080-MS

NOTE: This Addendum has been issued only to the holders of record of the specifications and to the attendees of the mandatory pre-bid conference held on May 21, 2018.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 12:00 p.m. (local time), June 8, 2018. Questions may be submitted as follows:
  - Email: [sowersma@cityofgainesville.org](mailto:sowersma@cityofgainesville.org)
  - or
  - Faxed (352) 334-3163
  - Attention: Melanie Sowers
2. Please find attached:
  - a) Copy of the black out period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters)) distributed during mandatory pre-bid meeting.
  - b) Copy of the Pre-Bid sign-in sheet for your information.
3. Melanie Sowers, Purchasing Division, discussed bid requirements.
  - a. Sign-in Sheet is circulating. Failure to sign will result in bid not being accepted.
    - i. Submitted bid to match business name as signed in at pre-bid.
  - b. Bids are to be received by the Purchasing office no later than 3:00 p.m. on June 29, 2018. Any bids received after 3:00 p.m. on that date will not be accepted.
  - c. Send questions in writing to Melanie Sowers via email.
    - i. All communication through Melanie only. Do not communicate with other City staff.
  - d. Discussed bid due date, time and delivery location.
    - i. Deliver (or have delivered) to Purchasing by 3PM on June 29, 2018.
  - e. Various forms (i.e. Tabulation of Subcontractor and Material Suppliers) are to be completed and returned with your bid.
    - i. Sign, date and return all Addenda.
4. Bill Snyder discussed project specifications. All the approved controllers are listed in the specifications. If you request use of a different controller, you must submit specifications and get approval;

deadline for submittal is June 8. There was an FPC change in 2017 that must be complied with under the Energy Conservation Section of the Building Code regarding lighting. It requires the fan and lights to turn off after 15 minutes of non-use and restart when the car is called.

5. Here is the verbiage from the Florida Building Code (FBC) 2017 CHAPTER4 [CE] COMMERCIAL ENERGY EFFICIENCY that I identified were new requirements for elevators. In case anyone wants to ask if Commercial Building applies to your buildings, Chapter 4 has the following definition: COMMERCIAL BUILDING. For this code, all buildings that are not included in the definition of “Residential building.

#### **C405.9 Vertical and horizontal transportation systems and equipment.**

Vertical and horizontal transportation systems and equipment shall comply with this section.

##### **C405.9.1 Elevator cabs.**

For the luminaires in each elevator cab, not including signals and displays, the sum of the lumens divided by the sum of the watts shall be not less than 35 lumens per watt. Ventilation fans in elevators that do not have their own air-conditioning system shall not consume more than 0.33 watts/cfm at the maximum rated speed of the fan. Controls shall be provided that will de-energize ventilation fans and lighting systems when the elevator is stopped, unoccupied and with its doors closed for over 15 minutes.

Here is a link to the FBC 2017 that is a free public view.

<https://codes.iccsafe.org/public/document/FEC2017/chapter-4-ce-commercial-energy-efficiency>

The following are answers/clarifications to questions received at the mandatory pre-bid conference:

5. Question: Would a Tac 32 controller be approved?  
Answer: Yes, but you would need to include the software, error codes, electronic and paper copy of all installation, maintenance and operational manuals and turn over a laptop which has the IMS software fully functional.
6. Question: Is fire service included?  
Answer: Yes, it is built in.
7. Question: Is a Letter of Guarantee required?  
Answer: Yes, it needs to specify that we can get parts/components as detailed in the specification. Please reference Quality Assurance Section of specification, sub part 7) which states:  
*“Letter of guarantee that any and all equipment installed shall be completely non-proprietary and shall not require the need for specialized testing or programming tools currently or in the future. Future information for trouble shooting or adjusting shall be available to any licensed elevator maintenance contractor by the supplier of the control system at a reasonable cost comparable to cost of competitive parts within marketplace.”*

8. Question: Are LEDs required?  
Answer: Yes, total value of lighting.
9. Question: Are we required to use Retro regarding the cab interior?  
Answer: No, we were only working with them for the design rendering.
10. Question: How will we bring in equipment?  
Answer: There will be a designated site for crane set-up. We will discuss upon award.
11. Question: Do you have an approximate start date yet?  
Answer: No.
12. Question: Will you be awarding all alternates separately?  
Answer: It will be awarded as a lump sum to one vendor. It depends; we will go as far as budget allows.
13. Question: What about the floors of the cab?  
Answer: The City will be handling all the floors.
14. Question: The Thomas Center is a historical building; do we need to be concerned about any historical building requirements?  
Answer: No permits from Historic Preservation are required; however regular building permits are needed.
15. Question: Can we use a different cab vendor?  
Answer: Yes, but you will need to submit rendering to meet specifications.
16. Question: City Hall, back elevator, floor 3, the exterior door is at each corner.  
Answer: We will route traffic pattern to back door for fire safety.
17. Question: City hall, back elevator.  
Answer: There is a patch needed for opening in wall, at the landing....look into the room to see the opening.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

#### CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: ThyssenKrupp Elevator  
 BY: Erik Murnane  
 DATE: 6-25-18

## ADDENDUM NO. 2



Date: June 6, 2018

Bid Date: June 29, 2018  
at 3:00 P.M. (Local Time)

Bid Name: Elevator Modernization

Bid No.: FMGT-180080-MS

NOTE: This Addendum has been issued only to the holders of record of the specifications and to the attendees of the mandatory pre-bid conference held on May 21, 2018.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 12:00 p.m. (local time), ~~June 8~~ June 12, 2018. Questions may be submitted as follows:  
Email: [sowersma@cityofgainesville.org](mailto:sowersma@cityofgainesville.org)  
or  
Faxed (352) 334-3163  
Attention: Melanie Sowers
2. Please find attached:
  - a) Copy of the black out period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters) distributed during mandatory pre-bid meeting.

The following are answers/clarifications to questions received at the mandatory pre-bid conference:

3. Question: Can we inspect the elevator again?  
Answer: Yes, any vendor that attended the Pre-Bid Meeting may come and inspect the elevators again if they wish. We will not be "shutting down" the elevators for an extended period this time as the City is still conducting business with the public; only opening the doors for a few minutes to look into the pit/shaft.

We will not be answering questions at this meeting; only allowing vendors to get a second look at the elevators. However, we will extend the deadline for submittal of written questions to June 12<sup>th</sup> at noon to allow for any additional questions. The bid due date will remain June 29, 2018.

2<sup>nd</sup> elevator viewing – Friday, June 8 @ 2:30 pm. Meet in City Hall front Lobby.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 2 by his or her signature below, and a copy of this Addendum to be returned with proposal.

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 2 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: ThyssenKrupp Elevator

BY: Eric Murnane

DATE: 6-25-18



**Data Contained In Search Results Is Current As Of 02/05/2018 04:05 PM.**

**Search Results**

**Please see our [glossary of terms](#) for an explanation of the license status shown in these search results.**

**For additional information, including any complaints or discipline, click on the name.**

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Registered Elevator Company	<b><u>THYSSENKRUPP ELEVATOR CORP- GAINESVILLE</u></b>	Primary	ELCO85 Elevator Co.	Current 12/31/2018

**License Location Address\*:** 4330 SW 29 AVE GAINESVILLE, FL 32608

**Main Address\*:** 114 TOWNPARK DR STE 300 KENNESAW, GA 30144

[Back](#)

[New Search](#)

**\* denotes**

Main Address - This address is the Primary Address on file.

Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).

License Location Address - This is the address where the place of business is physically located.

**2601 Blair Stone Road, Tallahassee FL 32399** :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. [Copyright 2007-2010 State of Florida. Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee.

However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

You payment was processed. Print this tax receipt for your records. It was also sent to padraic.pines@thyssenkrupp.com



## Online Business Tax Receipt<sup>(1)</sup>

Business Name **THYSSENKRUPP ELEVATOR CORPORATION**  
 Business Tax ID **36402**

This constitutes your business tax receipt for 10/1/2017 - 9/30/2018.

Your business tax(es) for the current fiscal year **10/1/2017 - 9/30/2018** are as follows:

### Business Categories

ID	Service Name	Tax Amount	Explanation of Calculations
1000	STATE LICENSE/CERTIFICATION REQUIRED	\$0.00	
1335	CONTRACTOR-ELEVATOR	\$131.25	Business category flat fee of \$131.25
****	Payment	(\$131.25)	Posted on 9/6/2017
<b>TOTAL DUE:</b>		<b>\$0.00</b>	

Please note that the maximum charge for any single service is \$525

Amount Due on **Monday, October 16, 2017** is **\$0.00**

(1) This page will serve as your business tax receipt for the fiscal year 10/1/2017 - 9/30/2018.

Payments must be time-stamped by 11:59 pm on Monday, October 02, 2017 in order to avoid late fees.

Please, note that a home occupation permit may be required for this location, someone will contact you upon review of the information

**BID FORM**

TO: City of Gainesville, Florida  
200 East University Avenue  
Gainesville, Florida 32601

PROJECT: Elevator Modernization

BID#: FMGT-180080-MS

BID DUE DATE: June 29, 2018

CITY’S REPRESENTATIVE (to be contacted for additional information on this proposal):

Name: Melanie Sowers Telephone Number: 352-334-5021  
Fax Number: 352-334-3163  
Email address: sowersma@cityofgainesville.org

Bidder Legal Name: thyssenkrupp Elevator Corporation

Bidder Alias/DBA: \_\_\_\_\_

Bidder’s Address: 4330 SW 29th Avenue, Gainesville, FL 32608

BIDDER’S REPRESENTATIVE (to be contacted for additional information on this proposal)

Name: Erik Murnane Telephone Number 561-441-0139  
Date: June 25, 2018 Fax Number \_\_\_\_\_  
Email address Erik.Murnane@thyssenkrupp.com

**BIDDER’S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the only person 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 City, 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 no City Commissioner, other City officer, or City employee directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

The Bidder further declares that it has carefully examined the Specifications and that this Bid is made according to the provisions and under the terms of the Specifications, which Specifications are hereby made a part of this Bid. Bidder further declares that any deviation from the specifications are explained on separate sheets labeled Clarifications and Exceptions attached to this Bid Form and that each deviation is itemized by number and specifically refers to the applicable specification paragraph and page.

**ADDENDA**

The Bidder hereby acknowledges receipt of Addenda No.'s one (1), two (2), \_\_\_\_\_, to these Specifications.

**TAXES**

The Bidder agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since often the City of Gainesville is exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

**BID PRICES**

The undersigned hereby proposes and agrees, if this bid is accepted, to perform the work in accordance with the specifications:

Note: Additive Alternates may be accepted in any order and will be determined at time of Bid Award. Not all alternatives may be awarded. Award is subject to budget approval by the City of Gainesville.

**BASE BID:** Base Bid to include a total base contract price for all labor and materials to provide repair, upgrade, and new work as called for in Traction Elevator Technical Specification #1 and Hydraulic Elevator Technical Specifications #2 as applicable to the following units:

City Hall, Main Entry Elevator #1- FL State SN #4642

City Hall, Main Entry Elevator #2 - FL State SN #4643

Old Library Building, Elevator #1 (Hydraulic) - FL State SN #4647

**BASE BID AMOUNT**

Four Hundred and Twenty Seven Thousand Six Hundred and Thirty Three *Dollars*

(\$427,633.00)

If the Living Wage Ordinance applies, please indicate costs within the bid price associated with compliance with the Living Wage Ordinance:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

**ALTERNATE #1:** Alternate to include a total additive contract price for all labor and materials to provide elevator cab interior upgrades as called for in Traction Elevator Cab Interior Upgrade Specification for the following units:

City Hall, Main Entry Elevator #1 (interior) - FL State SN #4642

City Hall, Main Entry Elevator #2 (interior) - FL State SN #4643

**ALTERNATE #1 BID AMOUNT**

Thirty Thousand Seven Hundred and Fifty Six

***Dollars***

(\$ 30,756.00 . . . )

If the Living Wage Ordinance applies, please indicate costs within the bid price associated with compliance with the Living Wage Ordinance:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**ALTERNATE #2:** Alternate to include a total contract price for all labor and materials to provide repair, upgrade, and new work called for in Hydraulic Elevator Technical Specifications #2 for the following units:

Thomas Center “A” Elevator - FL State SN #25165

Thomas Center “B” Elevator - FL State SN #23860

**ALTERNATE #2 BID AMOUNT**

Two Hundred and Fourteen Thousand Five Hundred and Six

***Dollars***

(\$ 214,506.00 . . . )

If the Living Wage Ordinance applies, please indicate costs within the bid price associated with compliance with the Living Wage Ordinance:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**ALTERNATE #3:** Alternate to include a total contract price for all labor and materials to provide repair, upgrade, and new work called for as elevator cab interior upgrades in Hydraulic Elevator Cab Interior Upgrade Specification for the following units:

Thomas Center “A” Elevator (interior) - FL State SN #25165

Thomas Center “B” Elevator (interior) - FL State SN #23860

**ALTERNATE #3 BID AMOUNT**

Thirty Nine Thousand Four Hundred and Ninty \_\_\_\_\_ ***Dollars***

(\$ 39,490.00 . . . ).

If the Living Wage Ordinance applies, please indicate costs within the bid price associated with compliance with the Living Wage Ordinance:  
 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

**ALTERNATE #4:** Alternate to include a total contract price for all labor and materials to provide repair, upgrade, and new work called for in Traction Elevator Technical Specification #1 for the following units:

City Hall, Loading Dock Elevator #3 - FL State SN #4644

**ALTERNATE #4 BID AMOUNT**

One Hundred and Fifty Seven Thousand Five Hundred and Fifty Eight \_\_\_\_\_ ***Dollars***

(\$ 157,558.00 . . . ).

If the Living Wage Ordinance applies, please indicate costs within the bid price associated with compliance with the Living Wage Ordinance:  
 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

**PROJECT BID TOTALS SUMMARY**

<b><u>BASE BID</u></b>	\$ 427,633.00
<b><u>ALTERNATE #1</u></b>	\$ 30,756.00
<b><u>ALTERNATE #2</u></b>	\$ 214,506.00
<b><u>ALTERNATE #3</u></b>	\$ 39,490.00
<b><u>ALTERNATE #4</u></b>	\$ 157,558.00
<b><u>TOTAL AMOUNT (BASE BID + ALL ALTERNATES)</u></b>	<b>\$ 869,943.00</b>

If the Living Wage Ordinance applies, please indicate costs within the bid price associated with compliance with the Living Wage Ordinance:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

Note: THE CITY RESERVES THE RIGHT TO ADD OR DELETE LOCATIONS, SERVICES, ITEMS, MATERIALS OR ANY OTHER ASPECTS OF CONSIDERATION FROM THIS CONTRACT SHOULD IT BE IN THE BEST INTEREST OF THE CITY. THE CONTRACT PRICE WILL BE ADJUSTED ACCORDINGLY UPON MUTUAL NEGOTIATION AND AGREEMENT OF THE CONTRACTOR AND THE CITY'S REPRESENTATIVE.

**LOCAL PREFERENCE (check one)**

Local Preference requested:       YES       NO

A copy of your Business tax receipt and Zoning Compliance Permit should be submitted with your bid if a local preference is requested.

**QUALIFIED LOCAL SMALL AND/OR DISABLED VETERAN BUSINESS STATUS (check one)**

Is your business qualified as a Local Small Business in accordance with the City of Gainesville Small Business Procurement Program? (Refer to Definitions)       YES       NO

Is your business qualified as a Local Service-Disabled Veteran Business in accordance with the City of Gainesville Small and Service-Disabled Veteran Business Procurement Program? (Refer to Definitions)       YES       NO

**LIVING WAGE COMPLIANCE**

See Living Wage Decision Tree (Exhibit C hereto)

**Check One:**

- Living Wage Ordinance does not apply (check all that apply)
  - Not a covered service
  - Contract does not exceed \$100,000
  - Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.
  - Located within the City of Gainesville enterprise zone.

Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply, Contractor will be required to comply with the provision of the City of Gainesville's living wage requirements, as applicable, without any adjustment to the bid price.

SIGNATURE ACKNOWLEDGES THAT: (check one)

Bid is in full compliance with the Specifications.

Bid is in full compliance with specifications except as specifically stated and attached hereto.

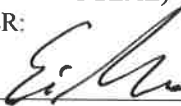
Signature also acknowledges that Bidder has read the current City of Gainesville Debarment/Suspension/Termination Procedures and agrees that the provisions thereof shall apply to this bid.

ATTEST:

\_\_\_\_\_  
Signature  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

(CORPORATE SEAL)

BIDDER:

  
\_\_\_\_\_  
Signature  
By: Erik Murnane  
Title: Branch Manager



## TABULATION OF SUBCONTRACTORS AND MATERIAL SUPPLIERS

The Undersigned states that the following is a complete list of the proposed Subcontractors and Material Suppliers on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the City of Gainesville. This form should be completed and submitted with the bid. Please TYPE or PRINT legibly. Use additional sheets as necessary.

### SUBCONTRACTORS

Company Name	Company Phone Number	Class of Work	% or Price of Work	Qualified Local Small Business
1. Retro Eleavtor	727-897-8305	Cab Interior/Clad Work as noted in Spec	4%	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Nichols Contracting	561-812-2862	All Required Related Work as noted in Spec	18.75%	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.				<input type="checkbox"/> Yes <input type="checkbox"/> No
4.				<input type="checkbox"/> Yes <input type="checkbox"/> No
5.				<input type="checkbox"/> Yes <input type="checkbox"/> No

### MATERIALS SUPPLIERS

Company Name	Company Phone Number	Type of Supply/Material	% or Price of Materials	Qualified Local Small Business
1. Motion Control	916-463-9353	Controller, Machine, Wiring, Selector, Software		<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Innovation Industries	800-843-1004	Car and Lobby Side Fixtures		<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Local Purchases		Any/All Misc Equipment		<input type="checkbox"/> Yes <input type="checkbox"/> No
4. thyssenkrupp Elevator	904-260-1960	Car Door Operator and Relating Equipment		<input type="checkbox"/> Yes <input type="checkbox"/> No
5.				<input type="checkbox"/> Yes <input type="checkbox"/> No

Bidding Company Name: thyssenkrupp Elevator

Form Completed By: Erik Murnane

Date: 6.25.18

Title: Branch Manager

## DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

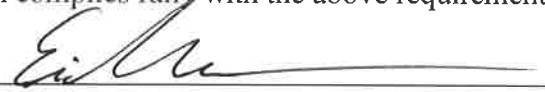
thyssenkrupp Elevator

does:

(Name of Business)

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

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



Bidder's Signature

6.25.18

Date

**DRAFT CONTRACT**  
**ELEVATOR RENOVATIONS**  
**CITY HALL, OLD LIBRARY and THOMAS CENTER A, B**

*THIS CONTRACT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation ("CITY"), and \_\_\_\_\_ ("CONTRACTOR").*

*WHEREAS, the CITY wishes to renovate (6) existing elevators in (3) building locations: City Hall located at 200 East University Avenue, Old Library Building located at 222 East University Avenue, Thomas Center Buildings A and B located at NE 6<sup>th</sup> Avenue Gainesville, Florida.*

NOW, THEREFORE, the parties in consideration of the mutual covenants recited below agree as follows:

1. The CONTRACTOR shall furnish the labor, materials, and equipment to perform the Contract, which consists of the following documents, whether attached to this Contract or incorporated by reference (collectively the 'Contract Documents'):

- a) This Contract
- b) Project Design Documents – VTE Consultants dated March 12, 2018 consisting of Specifications - 124 pages
- c) Addendum No. #1 dated May X, 2018
- d) Invitation to Bid dated April 18, 2018, Bid# FMGT-180080-MS
- e) [Contractor's] Proposal dated June 29, 2018

The Contract Documents constitute the entire agreement between the CITY and CONTRACTOR. In the event of conflict or inconsistency between in the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

2. This Contract is for a term of 426 calendar days after the date of the Notice to Proceed issued to the CONTRACTOR by the CITY. All work shall be completed within such time period. Time is of the essence for the completion of all work under this contract.

3. The City of Gainesville shall pay the CONTRACTOR \_\_\_\_\_ dollars (\$) \_\_\_\_\_) for the faithful complete performance of this contract and in accordance with Section 20 of the General Conditions of the City of Gainesville Invitation to Bid. Progress payments shall be made every thirty days based on percent of work completed including work materials verified and stored onsite. Pay applications will be reviewed for approval by CITY representatives and the Project Design Professional.

4. Contractor shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents,

Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor in the full performance of the Contract.

5. Florida has a very broad public records law and certain records of a CONTRACTOR may be considered public records. Accordingly, by entering into an agreement with the CITY, CONTRACTOR must:

- a. Keep and maintain public records required by the CITY to perform the service.
- b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
- d. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (XXX)XXX-XXXX [xxxxxx@cityofgainesville.org](mailto:xxxxxx@cityofgainesville.org), and \_\_\_\_\_, 405 NW 39th Avenue, Box 51, Gainesville, FL 32627.

6. This Contract shall be interpreted in accordance with the laws of the State of Florida. In the event of any legal proceedings arising from or related to this Contract, applicable law and venue for such proceedings shall be in Alachua County, Florida, notwithstanding its conflict of laws and provisions.

7. This Contract, together with the attached Contract Documents, constitutes the entire agreement between the parties.

IN WITNESS WHEREOF the parties have executed this Contract on the day first above written in two counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original contract.

(SEAL) (If Corporation)

1 WITNESS:

Contractor Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 Title: \_\_\_\_\_

Title: \_\_\_\_\_

3 WITNESS:

CITY OF GAINESVILLE

\_\_\_\_\_

\_\_\_\_\_

4

**Anthony Lyons, City Manager**

Title: \_\_\_\_\_

**APPROVED AS TO FORM AND  
LEGALITY**

By: \_\_\_\_\_

**City Attorney**

*PUBLIC CONSTRUCTION BOND*

Bond No. (enter bond number)

BY THIS BOND, We \_\_\_\_\_, as Principal and \_\_\_\_\_, a corporation, as Surety, are bound to \_\_\_\_\_, herein called Owner, in the sum of \$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, \_\_\_\_\_, between Principal and Owner for construction of \_\_\_\_\_, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON \_\_\_\_\_, \_\_\_\_\_.

(Name of Principal)

By (As Attorney in Fact)

(Name of Surety)

## **CITY LICENSES, PERMITS AND FEE**

Pursuant to the Public Bid Disclosure Act, EACH LICENSE, PERMIT OR FEE A CONTRACTOR WILL HAVE TO PAY THE CITY BEFORE OR DURING CONSTRUCTION OR THE % METHOD OR UNIT METHOD OF ALL LICENSE, PERMITS AND FEES REQUIRED BY THE CITY AND PAYABLE TO THE CITY BY VIRTUE OF THIS CONSTRUCTION AS PART OF THE CONTRACT IS AS FOLLOWS:

Licenses, permits and fees which may be required by the State of Florida, State Agencies or by other local governmental entities are not included in the above list.

Local Business Tax Receipt must be in effect as required by Florida Statute 205.065 and City of Gainesville Ordinance Chapter 25-41.

## LOCAL SMALL AND SERVICE-DISABLED VETERAN BUSINESS PROGRAM

It is the policy of the City of Gainesville that Local Small and Service-Disabled Businesses shall have the maximum opportunity to participate in the performance of all aspects of contracting and subcontracting opportunities for the City of Gainesville. In this regard, the City of Gainesville and its contractors will take all necessary and reasonable steps to ensure that Local Small and Service-Disabled Businesses have the maximum opportunity to compete for and perform such contracts/subcontracts and provide materials for such contracts/subcontracts.

*Except as provided below, evaluation of a bid/proposal may result in bid/proposal being rejected for failure to comply with the following conditions. Upon contract award, failure of any Bidder/Respondent to comply with these conditions/requirements which seek to maximize the use of Local Small and Service-Disabled Businesses shall constitute a breach of a contract award. Upon such breach, the City of Gainesville may at its option, terminate the contract and/or pursue any and all other appropriate remedies available under the contract or otherwise under applicable law.*

### Contract Award Conditions:

Contract award will be conditioned on meeting the requirements of this section. The City of Gainesville requires the following:

1. Submission by the Bidder/Respondent of the completed "Tabulation of Subcontractors" form (Exhibit I)) with the bid/proposal;
2. The names and addresses of all Subcontractors. Clearly designate which Subcontractors are Local Small and Service-Disabled Businesses that will participate in the contract;
3. A description of the Work and/or Materials that each Local Small and Service-Disabled Businesses will perform or supply;
4. Percentage of the Work and/or Materials that each Local Small and Service-Disabled Business will provide on the project.
5. If the actual participation of Local Small and Service-Disabled Business in the apparently successful bid/proposal is not maximized, as determined by the Equal Opportunity Director, or designee, such bidder/respondent shall submit documentation of all Good Faith Efforts (successful and unsuccessful) that were engaged in, prior to bid or proposal submission, to maximize the use of Local Small and Service-Disabled Businesses on this project. Efforts undertaken after proposal submissions are not relevant to the decision to award.

### Good Faith Efforts:

A condition of contract award is that the contract award be made only to the Bidder/Respondent (including Local Small Business Bidders/Respondents) who maximize the utilization of Local Small and Service-Disabled Business subcontractors or who makes Good Faith Efforts to maximize the use of Local Small and Service-Disabled Business Subcontractors. The City of Gainesville will determine whether a Bidder/Respondent has made Good Faith Efforts if the Bidder/Respondent does the following:

**If the Bidder/Respondent does not maximize the participation of Local Small and Service-Disabled Businesses on this project, the Bidder/Respondent must provide all documentation** which by its scope, quality, quantity and intensity of the different kinds of efforts the Bidder/Respondent made to maximize participation can be confirmed and be evaluated. The documentation should be provided both as to those efforts wherein the Bidder/Respondent was successful in obtaining participation and those where it was not. In the latter case, the documentation should further indicate the reason for lack for success, i.e. Subcontractor's bid too high, Subcontractor who bids is apparently not qualified to perform the particular services, no bids received, etc.

**Mere pro forma efforts are not Good Faith Efforts to meet the Local Small and Service-Disabled Business requirements. The Bidder/Respondent will be required to submit written documentation of Good Faith Efforts when the participation on this project is not maximized, if they wish to be awarded the contract.**

The City of Gainesville will consider the following list of types of actions as a part of the Bidder's/Respondent's Good Faith Efforts to obtain Local Small and Service-Disabled Business Subcontractor participation. It is not



intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all Local Small and Service-Disabled Business who have the capability to perform the Work or provide Materials needed to complete the project. The Bidder/Respondent must solicit this interest within sufficient time to allow them to respond to the solicitation. The Bidder/Respondent must determine with certainty if they are interested by taking appropriate steps to follow-up the initial solicitations.
2. Selecting portions of the Work to be performed or portions of the Materials to be provided by Local Small and Service-Disabled Businesses in order to increase the likelihood that participation is maximized. This includes, where appropriate, breaking out contract Work items or Material items into economically feasible units to facilitate participation, even when the prime contractor might otherwise prefer to perform these Work items or provide these Material items with its own forces.
3. Providing interested Local Small and Service-Disabled Businesses with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. (a) Negotiating in good faith with interested Local Small and Service-Disabled Businesses. It is the Bidder's/Respondent's responsibility to make a portion of the Work or Materials available to the Subcontractors and to select those portions of the Work or Material needed consistent with the available Local Small and Service-Disabled Business Subcontractors, so as to facilitate participation. Evidence of such negotiation includes the names, addresses and telephone numbers of Local Small and Service-Disabled Businesses that were considered; a description of the information provided regarding the plans and specifications for the Work or Materials selected for subcontracting; and evidence as to why additional agreements could not be reached to perform the Work or provide the Materials.  
(b) A Bidder/Respondent using good business judgment would consider a number of factors in negotiating with Subcontractors, and would take a firm's price and capabilities into consideration. However, the fact that there may be some additional costs involved in finding and using Local Small and Service-Disabled Businesses is not in itself sufficient reason for a Bidder/Respondent's failure to seek to maximize the use of them as long as such costs are reasonable and/or may be offset by other less tangible benefits. Also, the availability or desire of a Bidder/Respondent, including a Local Small and Service-Disabled Business Bidder/Respondent to perform the Work or provide the Materials of a contract with its own organization does not relieve the Bidder/Respondent the responsibility to make Good Faith Efforts and maximize utilization of other Local Small and Service-Disabled Businesses. Bidder/Respondents are not, however, required to accept higher quotes from Local Small and Service-Disabled Businesses if the price difference is excessive or unreasonable or they are not qualified to perform the Work. These decisions should, however, be supportable and documented as part of the required Good Faith Efforts.
5. Making efforts to assist interested Local Small and Service-Disabled Businesses in obtaining bonding, lines of credit, or insurance as required by the City of Gainesville or Bidder/Respondent.
6. Making efforts to assist interested Local Small and Service-Disabled Businesses in obtaining necessary equipment, supplies, Materials, or related assistance and services.
7. Effectively using the services of available small, women, service-disabled veteran and minority business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of Local Small Businesses.

***In determining whether a Bidder/Respondent has maximized participation, the City of Gainesville will take into account the performance of other Bidders/Respondents in meeting this requirement of the bid/proposal and historical participation by Local Small and Service-Disabled Businesses involving similar Work or Materials. For example, when the apparent successful Bidder/Respondent fails to obtain or fails to maximize Local Small Business participation, but others Bidders/Respondents obtained and/or maximized such participation, the City of***

*Gainesville will reasonably raise questions whether, with additional reasonable efforts, the apparent successful Bidder/Respondent could have obtained and/or maximized participation. As indicated, a reasonable level of participation (maximization) may not be apparent until after bids/proposals are opened and participation of various bidders compared. Therefore, it is recommended that in all cases, all pre-submittal Good Faith Efforts be documented, and retained in the event that such are required to be submitted for review/verification.*

*Even if a Bidder/Respondent is a Local Small and Service-Disabled Business, maximizing the utilization of other Local Small and Service-Disabled Businesses is still required.*

**Local Small Businesses Terminations/Substitutions:**

*A Bidder/Respondent shall not terminate for convenience a Local Small and Service-Disabled Business Subcontractor and then perform the Work or provide the Materials of the terminated Subcontractor within its own forces or those of an affiliate without the prior consent of the City of Gainesville.*

*When a Local Small and Service-Disabled Business Subcontractor is terminated or fails to complete its Work or fails to provide the Materials on the contract for any reason, the prime contractor shall make Good Faith Efforts to find another Local Small and Service-Disabled Business subcontractor to substitute for the original Local Small and Service-Disabled Business. These Good Faith Efforts shall be directed at finding another Local Small and Service-Disabled Business to perform at least the same amount of Work or provide the same amount of Materials under the contract as the business that was terminated to the extent needed to meet the contract goal or commitment.*

*The City of Gainesville shall have the right to consider price, quality, past performance including meeting Small Business Procurement Program commitments, time required for performance and qualifications of the Bidder/Respondent in making the award.*

**Equal Opportunity Assurance:**

The Respondent, sub recipient, or Subcontractor shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability, and gender identity in the performance of this contract. Failure by the Respondent to carry out these requirements is a material breach of his contract, which may result in termination of this contract or such other remedy as the recipient deems appropriate.

The Respondent shall include this assurance in each subcontract it signs with a Subcontractor or Material Supplier.

**Protest of Rejected Bid/Proposal – Administrative Reconsideration**

1. The Equal Opportunity Director or designee, shall review bids and proposals to evaluate whether said bids or proposals comply with the above stated requirements. In the event that a bid or proposal is rejected for failure to comply with the stated requirements, the affected bidder or respondent may obtain reconsideration of such determination by filing a Protest/Request for Reconsideration.
2. In the reconsideration, the Bidder/Respondent has the opportunity to demonstrate how the Bid/Proposal met the requirements of the Program. The Request for Reconsideration shall be submitted to the Office of Equal Opportunity within five (5) working days after receipt of notice of rejection. The Request for Reconsideration shall address the issues of whether the Bidder/Respondent maximized Local Small and Service-Disabled Business participation or made adequate good faith efforts to maximize the participation of local small and service-disabled business participation and shall include documentation associated with these factors.
3. The decision on reconsideration will be made by the Executive Chief of Staff.
4. The Bidder/Respondent may have the opportunity to meet in person with the Executive Chief of Staff to discuss the issue of whether it met the criteria outlined above (see Item 2).
5. The Bidder/Respondent will be sent a written decision on reconsideration, explaining the basis for finding that the Bidder/Respondent did or did not meet the criteria above (see Item 2).

6. All the arguments, documentation, and evidence, which is relevant to the Request for Reconsideration must be submitted by the Bidder/Respondent to the Executive Chief of Staff at least three (3) working days prior to the meeting described in Item 4 above or, if no meeting is held, three (3) days prior to the anticipated date of the decision on reconsideration. Absent fraud or mistake not attributable to the Bidder/Respondent, evidence of efforts undertaken subsequent to submission of the bid/proposal will not be considered. If no additional evidence or documentation is submitted by the Bidder/Respondent in accordance with the above, only the documents currently on file with the Procurement Division will be reviewed at the meeting.

## QUALIFIED LOCAL SMALL BUSINESS UNAVAILABILITY FORM

This form will assist you in meeting your Good Faith Efforts requirements. Please *TYPE* or *PRINT* legibly. Use additional sheets as necessary.

**\*Note:** Keep all relevant documentation that verifies opportunities were provided to Qualified Local Small Businesses. If it is not evident that your firm made Good Faith Efforts to maximize the Qualified Local Small Businesses, you will be asked to submit documentation.

**BUSINESS RESPONSES:** **1** -Did not bid in response to the invitation; **2** -Submitted a bid which was not the low responsible bid; **3** - Please specify other.

Qualified Local Small Business Name	Business Phone Number	Description of Work/Material Sought	Response of Business (1, 2 or 3)	Notes:

The undersigned representative of the prime contractor confirms that the above Qualified Local Small Businesses were invited to participate as subcontractors and/or materials suppliers in the prime contractor's the bid/proposal for the City of Gainesville.

Bidding/Proposing Company: \_\_\_\_\_ Form Completed By: \_\_\_\_\_

Title: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Gainesville.**  
Citizen centered  
People empowered

**SUBCONTRACTOR AND MATERIAL SUPPLIER PAYMENT CERTIFICATION**

Qualified Local Small Business Subcontractor/Material supplier       Other Subcontractor/Material Supplier

**PROJECT INFORMATION**

Contract/Project Name: \_\_\_\_\_ Contract/Project #: \_\_\_\_\_

Location (park, facility, etc.): \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code:      Gainesville, Florida \_\_\_\_\_

Prime Contractor: \_\_\_\_\_

Subcontractor/Material Supplier: \_\_\_\_\_

Amount of Contract between Prime Contractor and Subcontractor/Material Supplier \$ \_\_\_\_\_

**SUBCONTRACTOR AND MATERIAL SUPPLIER**

**PARTIAL PAYMENT CERTIFICATION**

Amount Paid to Date \$ \_\_\_\_\_ Percentage Paid to Date \_\_\_\_\_ %

This is to certify that \_\_\_\_\_  
(Subcontractor or Material Supplier)

Received partial payment in the amount of \$ \_\_\_\_\_ on \_\_\_\_\_  
(amount) (date)

**SUBCONTRACTOR AND MATERIAL SUPPLIER**

**WAIVER AND RELEASE OF LIEN – FINAL PAYMENT**

The undersigned lienor, in consideration of the *FINAL PAYMENT* in the amount of \$ \_\_\_\_\_ hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to

\_\_\_\_\_ (Prime Contractor)  
on the job of the **CITY OF GAINESVILLE, FLORIDA** contract/location described above.

**Official of Subcontractor or Material Supplier:**

Printed \_\_\_\_\_

Signed \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
Commission Expires

\_\_\_\_\_  
Notary Seal

**Official of Prime Contractor:**

Printed \_\_\_\_\_

Signed \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_

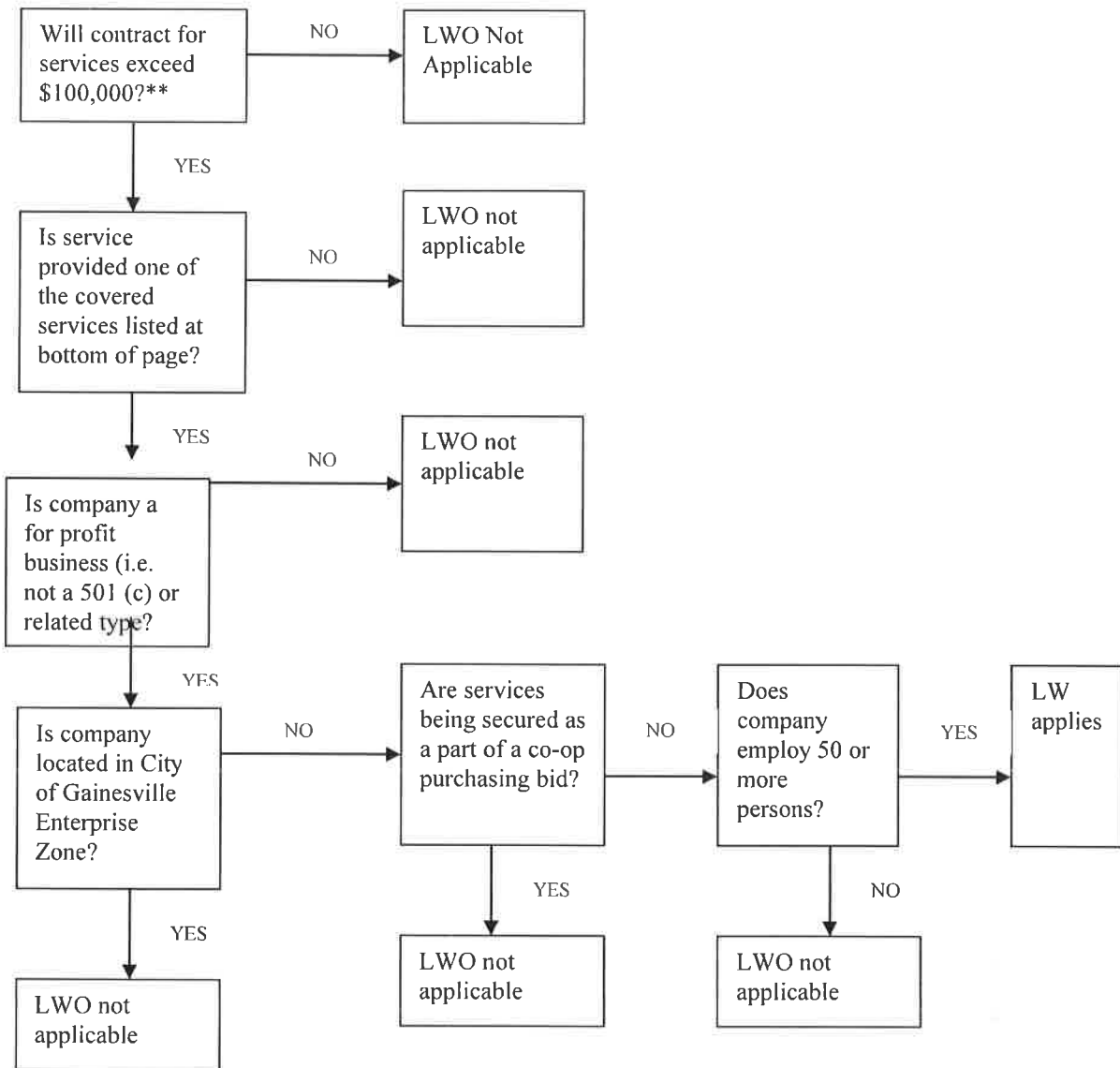
\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
Commission Expires

\_\_\_\_\_  
Notary Seal

### LIVING WAGE DECISION TREE

While not all encompassing, the following is provided as a guideline for contractors in determining whether the City of Gainesville Living Wage Ordinance applies to their firm in the performance of specified service contracts for covered services\* with the City. Contractors are advised to review the entire text of the Living Wage Ordinance in conjunction with this guideline.



**\*Covered Services:** food preparation and/or distribution; custodial/cleaning; refuse removal; maintenance and repair; recycling; parking services; painting/refinishing; printing and reproduction services; landscaping/grounds maintenance; agricultural/forestry services; and construction services  
**\*\*Total value of contract**

CITY OF GAINESVILLE

**CERTIFICATION OF COMPLIANCE WITH LIVING WAGE**

**The undersigned** hereby agrees to comply with the terms of the Living Wage Ordinance and to pay all covered employees, as defined by City of Gainesville Ordinance 020663 as amended at 030168 (Living Wage Ordinance), during the time they are directly involved in providing covered services under the contract with the City of Gainesville for Elevator Modernization a living wage of \$12.0673 per hour to covered employees who receive Health Benefits from the undersigned employer and \$13.3173 per hour to covered employees not offered health care benefits by the undersigned employer.

Name of Service Contractor/Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Name of Local Contact Person \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

\$ \_\_\_\_\_  
(Amount of Contract)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ARTICLE X. LOCAL PREFERENCE POLICY\*

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**\*Editor's note:** Section 9 of Ord. No. 001261 states: "This ordinance shall become effective October 1, 2004, and shall be reviewed by the City Commission October 1, 2005, and unless extended by action of the City Commission, shall be deemed repealed effective March 31, 2006, provided that it shall remain applicable to new contracts solicited prior to repeal."

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### **Sec. 2-620. Findings of fact.**

The city annually spends significant amounts on purchasing personal property, materials, and contractual services and in constructing improvements to real property or to existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees, and utility revenues derived from local businesses in the corporate city limits of Gainesville, and the city commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the city commission has determined that it is in the best interest of the city to give a preference to local businesses in the corporate city limits of Gainesville in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

(Ord. No. 001261, § 1, 3-29-04)

### **Sec. 2-621. Definition.**

"Local business" means the vendor has a valid occupational license, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the vendor must provide a copy of the occupational license.

(Ord. No. 001261, § 2, 3-29-04)

### **Sec. 2-622. Local preference in purchasing and contracting.**

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, as described below, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the city commission or other authority. In the case of requests for proposals, letters of interest, best



evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, local businesses are assigned five percent of the total points of the total evaluation points.

(Ord. No. 001261, § 3, 3-29-04)

**Sec. 2-623. Exceptions to local preference policy.**

The preference set forth in this Article X shall not apply to any of the following purchases or contracts:

- (1) Good or services provided under a cooperative purchasing agreement;
- (2) Contracts for professional services procurement of which is subject to the Consultants' Competitive Negotiation Act (F.S. § 287.055) or subject to any competitive consultant selection policy or procedure adopted or utilized by the city commission or charter officer;
- (3) Purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference; or
- (4) Purchases made or contracts let under emergency or noncompetitive situations, or for litigation related legal services, etc., as such are described in the city's purchasing policies;
- (5) Purchases with an estimated cost of \$50,000.00 or less;
- (6) Application of local preference to a particular purchase, contract, or category of contracts for which the city commission is the awarding authority may be waived upon written justification and recommendation of the charter officer and approval of the city commission. The preferences established herein in no way prohibit the right of the city commission or other purchasing authority to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the right of the city commission or other purchasing authority from giving any other preference permitted by law in addition to the preference authorized herein.

(Ord. No. 001261, § 4, 3-29-04)

**Sec. 2-624. Application, enforcement.**

The local preference shall apply to new contracts for supplies, materials, equipment and services first solicited after October 1, 2004. This article shall be implemented in a fashion consistent with otherwise applicable city purchasing policies and procedures.

(Ord. No. 001261, § 5, 3-29-04)

## **DEBARRED AND SUSPENDED BIDDERS: Breach of Contract**

### **1. Scope.**

This policy prescribes policies and procedures relating to:

- (a) the debarment of bidders for cause;
- (b) the suspension of bidders for cause under prescribed conditions;  
and,
- (c) the rejection of bids, revocation of acceptance and termination of contracts for cause.

It is directly applicable to the advertised and negotiated purchases and contracts, for equipment and services of the City.

### **2. General.**

Debarment and suspension are measures which may be invoked by the City either to exclude or to disqualify bidders and contractors from participation in City contracting or subcontracting. These measures should be used for the purpose of protecting the interests of the City and not for punishment. To assure the City the benefits to be derived from the full and free competition of interested bidders, these measures should not be instituted for any time longer than deemed necessary to protect the interests of the City, and should preclude awards only for the probable duration of the period of non-responsibility.

### **2.1 Definitions.**

- (a) "Debarment" means, in general, an exclusion from City contracting and subcontracting for a reasonable, specified period of time commensurate with the seriousness of the offense, improper conduct or the inadequacy of performance.
- (b) "Suspension" means a disqualification from City contracting and subcontracting for a temporary period of time because a concern or individual is suspected upon adequate evidence (See Section 6) of engaging in criminal, fraudulent, improper conduct or inadequate performance.
- (c) A "debarment list" or "debarred bidders list" means a list of names of concerns or individuals against whom any or all of the measures referred to in this policy have been invoked.
- (d) "Bidders" means, wherever the term is used in this policy, an offerors bidding pursuant to an invitation for bids or a request for proposals.
- (e) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.
- (f) "Business operations" means commercial or industrial activity engaged in regularly and continuously over a period of time for the purpose of receiving pecuniary benefit or otherwise accomplishing an objective. "Business operations" constitute and are equivalent to "carrying on business", "engaged in business", "doing business".

### **3. Establishment and Maintenance of a List of Concerns or Individuals Debarred or Suspended.**

- (a) The Procurement Division shall establish and maintain on the basis contained in Sections 6 and 6.1, a consolidated list of concerns and individuals to whom contracts will not be awarded and from whom bids or proposals will not be solicited.
- (b) The list shall show as a minimum the following information:
  - (1) the names of those concerns or individuals debarred or suspended (in alphabetical order) with appropriate cross-reference where more than one name is involved in a single action;
  - (2) the basis of authority for each action;
  - (3) the extent of restrictions imposed; and,
  - (4) the termination date for each debarred or suspended listing.
- (c) The list shall be kept current by issuance of notices of additions and deletions.

### **4. Treatment to be Accorded Firms or Individuals Debarred or Suspended**

Firms or individuals listed by the Procurement Division as debarred or suspended shall be treated as follows.

- (a) Total restrictions. A contract shall not be awarded to a concern or individual that is listed on the basis of a Section 5(a)(1), (2) or (3) felony "conviction", or to any concern, corporation, partnership, or association in which the listed concern or individual has actual control or a material interest; nor shall bids or proposals be solicited therefrom. However, when it is determined essential in the public interest by the City Commission, an exception may be made with respect to a particular procurement action where the individual or concern is effectively the sole source of supply or it is an emergency purchase.
- (b) Restrictions on subcontracting. If a concern or individual listed on the debarred and suspended bidders list is proposed as a subcontractor, the Procurement Division shall decline to approve subcontracting with that firm or individual in any instance in which consent is required of the City before the subcontract is made, unless it is determined by the City to grant approval City Commission essential to public interest and the individual or concern is effectively the sole source of supply or it is an emergency purchase.

5. Causes and Conditions Applicable to Determination of Debarment.  
Subject to the following conditions, Procurement is authorized to debar a firm or individual in the public interest for any of the following causes occurring within ten (10) years of debarment.
- (a) Causes
- (1) "Conviction" for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract thereunder, or in the performance of such contract or subcontract.
  - (2) "Convictions" of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification or destruction of records, perjury, or receiving stolen property where the conviction is based upon conduct which arose out of, or was related to, business operations of the bidder.
  - (3) "Conviction" for bid-rigging activities arising out of the submission of bids or proposals.
  - (4) Violation of contract provisions, as set forth below, of a character which is regarded by the City to be so serious as to justify debarment action:
    - (i) willful failure to perform in accordance with the specifications or within the time limit provided in the contract;
    - (ii) a record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts. Failure to perform or unsatisfactory performance caused by acts beyond the control of the firm or individual as a contractor shall not be considered to be a basis for debarment.
  - (5) Debarment by any other governmental agency.
- (b) Conditions.
- (1) Debarment for any of the causes set forth in this section shall be made only upon approval of Procurement.
  - (2) The existence of any of the causes set forth in (a) of this section does not necessarily require that a firm or individual be debarred except as provided in 4(a). In each instance, whether the offense or failure, or inadequacy of performance, be of criminal, fraudulent, or serious nature, the decision to debar shall only be made if supported by a preponderance of the credible evidence available. Likewise, all mitigating factors may be considered in determining the seriousness of the offense, failure, or inadequacy of performance, in deciding whether debarment is warranted. The actual or apparent authority of an involved individual, the present relationship of involved individuals with the bidder, the past performance of the individual or concern, and the relationship of the violation to the services or materials involved shall be considered.
  - (3) The existence of a cause set forth in (a)(1), (2), and (3) of this section shall be established by criminal "conviction" by a court of competent jurisdiction. In the event that an appeal taken from such conviction results in reversal of the "conviction", the debarment shall be removed upon the request of the bidder (unless other causes for debarment exist). For the purposes of this policy, the following shall have the same effect as a "conviction": pleading guilty or nolo contendere, or being found guilty by a jury or court of, the offense in question, regardless of whether probation is imposed and adjudication withheld.
  - (4) The existence of a cause set forth in (a)(4) and (5) of this section shall be established by a preponderance of credible evidence by Procurement
  - (5) Debarment for the cause set forth in (a)(5) of this section (debarment by another agency) shall be proper if one of the causes for debarment set forth in (a)(1) through (4) of this section was the basis for debarment by the original debarring agency. Such debarment may be based entirely on the record of facts obtained by the original debarring agency, or upon a combination of such facts and additional facts.
- 5.1 Period of Debarment.
- (a) Debarment of a firm or individual shall be for a reasonable, definitely stated period of time commensurate with the seriousness of the offense or the failure or inadequacy of performance. As a general rule, a period of debarment shall not exceed five (5) years. However, when partial or total debarment for an additional period is deemed necessary, notice of the proposed additional debarment shall be furnished to that concern or individual in accordance with Section 8.
  - (b) A debarment may be removed or the period thereof may be reduced by the City Manager upon the submission of an application supported by documentary evidence, setting forth appropriate grounds for the granting of relief; such as newly discovered material evidence, reversal of a conviction, bona fide change of ownership or management, or the elimination of the causes for which the debarment was imposed. The City Manager may request additional information, shall consider all relevant facts, and shall render a decision within twenty (20) days of receipt of the application unless a longer period is warranted under the circumstances.
6. Suspension of Bidders.
- (a) Suspension is a drastic action and, as such, shall not be based upon an unsupported accusation. In assessing whether evidence exists for invoking a suspension, consideration should be given to the amount of credible evidence which is available, to the existence or absence of corroboration as to important allegations, as well as to the inferences which may properly be drawn from the existence or absence of affirmative facts. This assessment should include an examination of basic documents, such as contracts, inspection reports, and correspondence. In making a determination to suspend, Procurement shall consider the factors set forth in Section 5(b)(2). A suspension may be modified by the City Manager as described in Section 5.1(b).

- 6.1 Causes and Conditions Under Which the City May Suspend Contractors
- (a) Procurement may, in the interest of the City, suspend a firm or individual when the firm or individual is suspected, upon credible evidence, of having committed one or more the following act(s) within three (3) years of the date of suspension:
    - (1) Commission of fraud or a criminal offense as an incident to obtaining, attempting to obtain, or in the performance of a public contract;
    - (2) Violation of statutes concerning bid-rigging activities out of the submission of bids and proposals; and,
    - (3) Commission of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification, or destruction of records, perjury, receiving stolen property. Commission of any other offense indicating a lack of business integrity or business honesty which seriously and directly affects the question of present responsibility as a City contractor.
- 6.2 Period of Suspension.
- (a) All suspension shall be for temporary period pending the completion of an investigation and such legal proceedings as may ensue. In the event that prosecution has not been initiated within twelve (12) months form the date of the suspension, the suspension shall be terminated. Upon removal of suspension, consideration may be given to debarment in accordance with Section 5 of this policy.
7. Scope of Debarment or Suspension.
- (a) A debarment or suspension may include all known affiliates of a concern or individual.
  - (b) Each decision to include a known affiliate within the scope of a proposed debarment or suspension is to be made on a case-by-case basis, after giving due regard to actual or apparent authority of the controlling concern or individual and similarity of the services provided by the affiliate to those provided by the debarred individual or concern.
  - (c) The criminal, fraudulent, or seriously improper conduct of an individual may be imputed to the business concern with which he is connected, where such impropriety was accomplished within the course of his official duty or apparent authority, or was effected by him with the knowledge and approval of that concern. When the individual was an officer of the concern, knowledge and approval may be presumed. Likewise, where a concern is involved in criminal, fraudulent, or seriously improper conduct, any individual who was involved in the commission of the impropriety may be debarred or suspended.
8. Notice of Debarment or Suspension.
- When Procurement seeks to debar or suspend a concern or individual (or any affiliate thereof) for cause, it shall furnish that party with a written notice:
- (1) stating that debarment or suspension is being considered;
  - (2) setting forth the reasons for the proposed action;
  - (3) indicating that such party will be afforded an opportunity for a hearing if he so requests one within ten (10) days; and,
  - (4) indicating that such party may make a written response in accordance with Section 9(a).
9. Response to Notice of Debarment or Suspension.
- (a) In lieu of requesting a hearing within the prescribed ten (10) day period, the party may, within said ten (10) day period, notify the City of its intent to provide a written reply and submit written evidence to contest the debarment or suspension. Such written evidence must be submitted within twenty (20) days after receipt of the notice of proposed debarment or suspension in order for it to be considered.
  - (b) Whatever response is received to the notice of intent to debar or suspend, such will be considered in determining whether debarment or suspension action will be made. Where a reply is received to the notice of intent to debar or to suspend, and evidence to refute such action is furnished but no hearing is requested, the information furnished will be considered in determining the action to be taken.
  - (c) If a hearing is requested, it shall be conducted by the City Manager. The hearing will be held at a location convenient to the City as determined by the City Manager and on a date and at a time stated. An opportunity shall be afforded to the firm or individual to appear with witnesses and counsel, to present facts or circumstances showing cause why such firm or individual should not be debarred or suspended. The proceeding shall be of an informal nature as determined by the City Manager. After consideration of the facts, the City Manager shall notify the firm or individual of the final decision.
  - (d) If no response is made to the notice of debarment or suspension within the first ten (10) day period, the decision of the Procurement shall be deemed final and the party so notified.
10. Rejection of Bids, Breach of Contract.
- (a) Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by the City that the bidder or its affiliates have committed any act which would have been cause for debarment.
  - (b) If after a contract is awarded and performance has been begun the City discovers that the bidder or its affiliates have committed any act prior to award or acceptance which would have been cause for debarment had it been discovered prior to solicitation or acceptance, the City may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.

- (c) If after bids have been solicited and/or accepted or after a contract is awarded and performance begun, the City discovers that the bidder or its affiliates committed any act prior to award or acceptance which would have been cause for disbarment or suspension had it been discovered prior to solicitation or acceptance, the City may require additional satisfactory assurances that such act(s) have not occurred and that the contract can and will be faithfully performed. If additional assurances are requested and are not satisfactory or if the bidder or its affiliates fail to immediately cooperate with all reasonable requests, including requests for information reasonably calculated to lead to the discovery of relevant evidence, then such may be considered a material breach of the contract and such shall constitute cause for termination of the contract.

**BID CLARIFICATION AMENDMENT**

This Bid Clarification Amendment (“Amendment”) shall be made part of ThyssenKrupp Elevator’s bid. In the event of conflict with other terms, conditions, or contract documents, this Amendment shall govern. ThyssenKrupp Elevator shall not be liable for indirect, special, incidental, exemplary or consequential damages. Final Contract terms are subject to review and approval by ThyssenKrupp’s legal department.

**SECTION II – GENERAL CONDITIONS**

3.3 Amend so ThyssenKrupp Elevator shall not be liable for actual damages for delay.

8.3 The City shall be added to ThyssenKrupp Elevator’s general liability insurance policy as an additional insured. Such additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by ThyssenKrupp Elevator’s acts, actions, omissions or neglects and not to the extent caused by the additional insured’s own acts, actions, omissions, or negligence or for bare allegations.

**THYSSENKRUPP ELEVATOR CORP.**

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**RETRO ELEVATOR**  
MOVE UP

# City Of Gainesville City Hall

## Ceiling

Satin Stainless steel 6  
Fixture LED ceiling.

## Reveals

Satin Stainless steel  
recessed reveals

## Custom Panels

Wilson art Premium Laminate  
panels as selected by  
customer. Upper wall panel  
area, second row from ceiling  
only to be textured stainless  
steel as approved by  
customer, 5HR Rigidized  
metals shown. All panels to be  
applied utilizing z-clips to allow  
for future removal as needed.

## Handrail

Satin stainless steel tubular rear  
wall only, ends returned

## Base

6" tall protruded Satin  
Stainless steel with  
punched ventilation.

## Flooring

Remain as is or as  
approved by customer



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(727) 895-8144

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**RETRO ELEVATOR**  
MOVE UP

# City Of Gainesville Thomas Center

## Ceiling

Satin Muntz with two sets of Applied moldings , 6 Fixture LED ceiling.

## Reveals

Black Laminate recessed reveals

## Custom Panels

Wilson art Premium Laminate panels as selected by customer. Applied hardwood moldings finished to match laminate selected. All panels to be applied utilizing z-clips to allow for future removal as needed.

## Handrails

Satin Muntz tubular rear wall only

## Base

Black laminate base with concealed ventilation incorporated into lower wall panels. .

## Flooring

Remain as is or as approved by customer



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(727) 895-8144

[www.retroelevator.com](http://www.retroelevator.com)



thyssenkrupp Company, 6942 Phillips Parkway Drive South, Jacksonville, FL 32256

June 25<sup>th</sup>, 2018

City of Gainesville  
Procurement Division  
200 E University Ave  
Gainesville FL 32601

Reference: Bid No.Fmgt-180080-MS

To whom this may concern,

We are pleased to submit our bid for the modernization of the (base bid) two (2) geared traction elevators at the Gainesville City Hall and the one (1) hydraulic elevator at the Old Library. thyssenkrupp Elevator has performed a jobsite survey of the existing equipment and is fully aware of the jobsite conditions. Our bid is in accordance and complies with the scope of work provided by VTE on April 20<sup>th</sup>, 2018.

**Scope or Work Clarifications**

Below are clarifications to the scope of work:

1. ThyssenKrupp Elevator will be utilizing the following elevator products as specified in the bid documents:
  - a. Traction Elevators
    - i. Traction Controllers- MCE Motion 4000 Series Controller, Non-Regen TorQmax F5 Drive
    - ii. Geared Machines- Retain and Refurbish as noted in the Specifications
    - iii. Motor- Imperial 15 HP AC Motor
    - iv. Rope Gripper- Hollister Whitney 622
    - v. Door Operator- Wittur LD-16 Door Operator
    - vi. Door Hardware- Relating Equipment at necessary
    - vii. Car and Hall Fixtures- Innovation Main COP along with Hall Pushbutton Stations as noted in the Specifications
    - viii. Levelling and Landing System- LS-ELCGO
    - ix. Cab Interior- Retro Elevator, Rendering Provided
  - b. Hydraulic Elevators
    - i. Traction Controllers- MCE Motion 2000 Controller
    - ii. Pumping Unit- MEI 25 HP Pumping Unit with Maxton Valve
    - iii. Door Operator- Wittur LD-16 Door Operator
    - iv. Door Hardware- Relating Equipment at necessary
    - v. Car and Hall Fixtures- Innovation Main COP along with Hall Pushbutton Stations as noted in the Specifications
    - vi. Levelling and Landing System- LS-QUTE with Tape
    - vii. Cab Interior- Retro Elevator, Rendering Provided
2. To confirm, we have not carried any overtime in our base bid outside of miscellaneous cleaning and painting.
3. tkE working hours are Monday through Thursday, 7:00am to 5:30pm.
4. All material will be shipped and kept in our warehouse in Jacksonville FL until it is ready for installation.
5. Parking- tkE will require one (1) parking spot per crew during the duration of the project.

6. Asbestos- tkE has bid this project under the assumption that all potential asbestos in the building has been abated. If this is found to be untrue proper abatement will be the responsibility of the building.
7. Clarify "Final Acceptance" being defined as substantial completion of all punch list items and a satisfactory inspection report being provided to ownership and tkE.
8. Bond- tkE has carried 1.5% for the required performance and payment bond. Necessary paperwork is available upon award.

#### **Related Work**

- tkE has carried the cost of related work, scope defined below:
- **CITY HALL #1 & #2**
- **ELEVATOR MACHINE ROOMS, HOISTWAYS AND PIT AREAS**
  - 1. Furnish and install fire rated patches and fire stopping by a certified installer any existing holes or voids in the elevator machine room, hoistway and pit to meet code, including the existing wall fan and wall vent.
- **AIR CONDITIONING**
  - 1. Furnish and install one (1) 2 ½ ton, duct-free, mini split system air conditioner in the elevator machine room. Location of outdoor unit to be approved by owner. Assumed to be wall mount bracket at ground level. Additional costs will be incurred for a roof mounted rack.
- **POWER AND LIGHTING FOR ELEVATOR**
  - 1. Provide to demo any electrical equipment or conduits not scheduled for retention pertaining to the elevator machinery space, including the existing space heater. 2. Furnish and install two (2) new shunt trip circuit breakers with lockable enclosures for main line power. Disconnect size and reuse of existing feed is based on full load amps of the existing machines. NCI has no work included to replace the main line power feeds to the machine room. a. Note: Existing main line disconnect is rated for 100A (#1) and 60A (#2). b. Note: Existing main line feed is size 6 AWG, good for 65A. c. Note: Existing main feed circuit breaker size is 60A each. d. Note: Maximum full load amps of new equipment for existing feed is 48A. 3. Furnish and install one (1) new heavy duty, fused disconnects for cab lighting and fan exhaust, lockable in the OFF position only. 4. Furnish and install all necessary load side conduit and wire from the main line and cab light disconnects to the new elevator controllers. Final connection by the elevator contractor. 5. Furnish and install guarded LED light fixtures as needed to reach 19ftc in the elevator machine room. 6. Furnish and install two (2) new GFCI duplex receptacles in the machine room. 7. Furnish and install a new junction box, conduit and phone line in the machine room for elevator phone service. Phone service to machine room by owner. Final connection to elevator controller by elevator contractor. 8. Furnish and install heavy duty disconnects, lockable in the closed position and all necessary conduit and power wire to provide power to the new AC unit from an emergency power source. Furnish and install vaporproof LED light fixtures with switch in each elevator pit to achieve 10ftc (2 total). 10. Furnish and install one (1) GFCI duplex receptacle in each elevator pit. Isolate pit GFCI from lighting per code. 11. Furnish and install one (1) new dedicated non-GFCI outlet with waterproof in-use cover in the elevator pit for the existing sump pump. Note: Proper operation of the existing sump pump could not be verified. No sump pump work is included. 12. Furnish and install one (1) new 300 amp automatic transfer switch to replace existing. Factory parts for elevator pre-transfer signal are not available due to obsolescence. 13. Furnish and install one (1) new set of emergency power and elevator pre-transfer signal wires from the automatic transfer switch to the elevator hoistway at the same level. 14. Provide labels on all disconnects showing source of power.
- **FIRE ALARM**
  - 1. Furnish and install one (1) new relay module in the elevator machine room for fire hat. 2. Furnish and install five (5) new weatherproof heat detectors to be within 24" of the existing sprinkler heads. 3. Furnish and install one (1) new shunt trip relay and one (1) shunt trip power monitoring module in the elevator machine room. 4. Provide for engineering,

programming, pre-test and final elevator inspection. 5. Note: Any additional requirements by the AHJ are not included and will be considered new work.

- **OLD LIBRARY BUILDING**

- **ELEVATOR MACHINE ROOMS, HOISTWAYS AND PIT AREAS**

- 1. Furnish and install fire rated patches and fire stopping by a certified installer any existing holes or voids in the elevator machine room, hoistway and pit to meet code, including the existing wall vent and wall fan.

- **AIR CONDITIONING**

- 1. Provide to demo the existing machine room air conditioning equipment from the machine room. Furnish and install sheet metal duct covers on the remaining supply and return openings. 2. Furnish and install one (1) 1 ton, duct-free, mini split system air conditioner in the elevator machine room. Location of outdoor unit to be approved by owner. Assumed to be wall mount bracket at ground level. Additional costs will be incurred for a roof mounted rack.

- **POWER AND LIGHTING FOR ELEVATOR**

- 1. Provide to demo any electrical equipment or conduits not scheduled for retention pertaining to the elevator machinery space. 2. Furnish and install one (1) new shunt trip circuit breaker with lockable enclosure for main line power. Disconnect size and reuse of existing feed is based on full load amps of the existing machines. NCI has no work included to replace the main line power feeds to the machine room. a. Note: Existing main line disconnect is rated for 100A and fused at 70A. b. Note: Existing main line feed is size 4 AWG, good for 85A. c. Note: Existing main feed circuit breaker size is 80A. d. Note: Maximum full load amps of new equipment for existing feed is 64A. 3. Furnish and install one (1) new heavy duty, fused disconnect for cab lighting and fan exhaust, lockable in the OFF position only. 4. Furnish and install all necessary load side conduit and wire from the main line and cab light disconnects to the new elevator controller. Final connection by the elevator contractor. 5. Furnish and install guarded LED light fixtures as needed to reach 19ftc in the elevator machine room. 6. Furnish and install one (1) new GFCI duplex receptacle in the machine room. 7. Furnish and install a new junction box, conduit and phone line in the machine room for elevator phone service. Phone service to machine room by owner. Final connection to elevator controller by elevator contractor. 8. Furnish and install vaporproof LED light fixtures with switch in the elevator pit to achieve 10ftc. 9. Furnish and install one (1) GFCI duplex receptacle in the elevator pit. Isolate pit GFCI from lighting per code. 10. Furnish and install one (1) new dedicated non-GFCI outlet with waterproof in-use cover in the elevator pit for the existing sump pump. Note: Proper operation of the existing sump pump could not be verified. No sump pump work is included. 11. Furnish and install heavy duty disconnects, lockable in the closed position and all necessary conduit and power wire to provide power to the new AC unit from an emergency power source. 12. Furnish and install one (1) new set of emergency power signal wires from the existing automatic transfer switch to the elevator machine room. Provide to install signal splitter due to both NO auxiliary contacts being used in the existing ATS. 13. Provide labels on all disconnects showing source of power.

- **FIRE ALARM**

- 1. Furnish and install one (1) new relay module in the elevator machine room for fire hat. 2. Furnish and install one (1) new weatherproof heat detector to be within 24" of the uncovered sprinkler head in the machine room. 3. Furnish and install one (1) new shunt trip relay and one (1) shunt trip power monitoring module in the elevator machine room. 4. Provide for engineering, programming, pre-test and final elevator inspection. 5. Note: Any additional requirements by the AHJ are not included and will be considered new work.

- **ALTERNATIVE BID #2: THOMAS CENTER A & B**

- **ELEVATOR MACHINE ROOMS, HOISTWAYS AND PIT AREAS**

- 1. Furnish and install fire rated patches and fire stopping by a certified installer any existing holes or voids in the elevator machine room, hoistway and pit to meet code. 2. Furnish and install a fire rated patch on the existing machine room door vents.

- **AIR CONDITIONING**
  - 1. Furnish and install one (1) 1 ton, duct-free, mini split system air conditioner in each elevator machine room (2 total). Location of outdoor unit to be approved by owner. Assumed to be wall mount bracket at ground level. Additional costs will be incurred for a roof mounted rack.
  
- **POWER AND LIGHTING FOR ELEVATOR**
  - 1. Provide to demo any electrical equipment or conduits not scheduled for retention pertaining to the elevator machinery spaces, including the non-elevator related wiring in the Bldg B machine room. 2. Furnish and install two (2) new heavy duty, fused main line disconnects lockable in the OFF position only with electrical interlock switch with auxiliary contacts for battery lowering device and RK fuses with rejection clips. Disconnect size and reuse of existing feed is based on full load amps of the existing machines. NCI has no work included to replace the main line power feeds to the machine room. a. Note: Existing main line disconnect is rated for 100A and fused at 100A. b. Note: Existing main line feed is size 6 AWG, good for 65A. c. Note: Existing main feed circuit breaker size is 100A. d. Note: Maximum full load amps of new equipment for existing feed is 65A. 3. Furnish and install one (1) new heavy duty, fused disconnect for cab lighting and fan exhaust, lockable in the OFF position only for Bldg B machine room. Provide to retain existing cab light disconnect for Bldg A machine room. 4. Furnish and install all necessary load side conduit and wire from the main line and cab light disconnects to the new elevator controllers. Final connection by the elevator contractor. 5. Furnish and install guarded LED light fixtures as needed to reach 19ftc in each elevator machine room. 6. Furnish and install one (1) new GFCI duplex receptacle in each machine room. 7. Furnish and install a new junction box, conduit and phone line in each machine room for elevator phone service. Phone service to machine room by owner. Final connection to elevator controller by elevator contractor. 8. Furnish and install vaporproof LED light fixtures with switch in each elevator pit to achieve 10ftc. 9. Furnish and install one (1) GFCI duplex receptacle in each elevator pit. Isolate pit GFCI from lighting per code. 10. Furnish and install two (2) new circuits with heavy duty disconnects, lockable in the closed position and all necessary conduit and power wire to provide power to the new AC units. 11. Provide labels on all disconnects showing source of power.
  
- **FIRE ALARM**
  - 1. Furnish and install three (3) new relay modules in the Bldg A elevator machine room for primary recall, alternate recall and fire hat. 2. Furnish and install one (1) new relay modules in the Bldg B elevator machine room for fire hat. 3. Furnish and install one (1) new weatherproof heat detector to be within 24" of the uncovered sprinkler head in the Bldg B machine room. Provide to move the existing heat detector to be within 24" of the other sprinkler head. 4. Provide to move the existing heat detector to be within 24" of the sprinkler head at the top of the Bldg B hoistway. 5. Provide for engineering, programming, pre-test and final elevator inspection. 6. Note: Any additional requirements by the AHJ are not included and will be considered new work.
  
- **ALTERNATIVE BID #4: CITY HALL #3**
- **ELEVATOR MACHINE ROOMS, HOISTWAYS AND PIT AREAS**
  - 1. Furnish and install fire rated patches and fire stopping by a certified installer any existing holes or voids in the elevator machine room, hoistway and pit to meet code. 2. Furnish and install a fire rated patch on the existing machine room door vent.
  
- **AIR CONDITIONING**
  - 1. Furnish and install one (1) 1 ton, duct-free, mini split system air conditioner in the elevator machine room. Location of outdoor unit to be approved by owner. Assumed to be wall mount bracket at ground level. Additional costs will be incurred for a roof mounted rack.
  
- **POWER AND LIGHTING FOR ELEVATOR**
  - 1. Provide to demo any electrical equipment or conduits not scheduled for retention pertaining to the elevator machinery space. 2. Furnish and install one (1) new shunt trip circuit breaker with lockable enclosure for main line power. Disconnect size and reuse of existing feed is based on full load amps of the existing machines. NCI has no work

included to replace the main line power feeds to the machine room. a. Note: Existing main line disconnect is rated for 60A and fused at 60A. b. Note: Existing main line feed is size 6 AWG, good for 65A. c. Note: Existing main feed circuit breaker size is 60A. d. Note: Maximum full load amps of new equipment for existing feed is 48A. 3. Furnish and install one (1) new heavy duty, fused disconnect for cab lighting and fan exhaust, lockable in the OFF position only. 4. Furnish and install all necessary load side conduit and wire from the main line and cab light disconnects to the new elevator controller. Final connection by the elevator contractor. 5. Furnish and install guarded LED light fixtures as needed to reach 19ftc in the elevator machine room. 6. Furnish and install one (1) new GFCI duplex receptacle in the machine room. 7. Furnish and install a new junction box, conduit and phone line in the machine room for elevator phone service. Phone service to machine room by owner. Final connection to elevator controller by elevator contractor. 8. Furnish and install vaporproof LED light fixtures with switch in the elevator pit to achieve 10ftc. 9. Furnish and install one (1) GFCI duplex receptacle in the elevator pit. Isolate pit GFCI from lighting per code. 10. Furnish and install one (1) new dedicated non-GFCI outlet with waterproof in-use cover in the elevator pit for the existing sump pump. Note: Proper operation of the existing sump pump could not be verified. No sump pump work is included. 11. Furnish and install heavy duty disconnects, lockable in the closed position and all necessary conduit and power wire to provide power to the new AC unit from an emergency power source. 12. Furnish and install one (1) new set of emergency power signal wires from the automatic transfer switch to the elevator machine room. Final connection to elevator equipment by elevator contractor. 13. Provide labels on all disconnects showing source of power.

- FIRE ALARM
  - 1. Furnish and install one (1) new relay module in the elevator machine room for fire hat. 2. Furnish and install one (1) new heat detector to be within 24" of the existing uncovered sprinkler head in the machine room. 3. Furnish and install one (1) new shunt trip relay and one (1) shunt trip power monitoring module in the elevator machine room. 4. Provide for engineering, programming, pre-test and final elevator inspection. 5. Note: Any additional requirements by the AHJ are not included and will be considered new work.

#### Categories of Maintenance

- Interim Maintenance: *NOT* included in base bid.
- Warranty Maintenance: *IS* included in base bid, 12 months per elevator upon turnover.
- Labor Rates:
  - Regular Time= \$266.00 per mechanic hour
  - Over Time= \$452.20 per mechanic hour
  - Double Time= \$532.00 per mechanic hour

#### Tentative Schedule

- (8.6.18) Contract fully executed and initial deposit received
- (8.13.18 - 8.24.18) **2 Weeks** Final engineering review and confirming abstract approved by local office.
- (8.27.18 - 9.7.18) **2 Weeks** Customer Submittal Approvals
- (9.10.18 - 11.9.18) **9 Weeks** Material Manufacturing
- (11.12.18 - 11.16.18) **1 Week** Material Shipping
- (11.19.18 - 1.18.19) **9 Weeks** Elevator #1 Demo and Install, City Hall (Holidays)
- (1.21.19 - 2.15.19) **8 Weeks** Elevator #2 Demo and Install, City Hall
- (2.18.19 - 3.22.19) **5 Weeks** Elevator #3 Demo and Install, Old Library

#### ThyssenKrupp Elevator Staffing Plan

**Erik Murnane**, Branch Manager of TKE Jacksonville, will work hand in hand with the City of Gainesville to be sure that you are fully satisfied with thyssenkrupp Elevator's commitment to service and quality. **Billy Brown**, Modernization Operation Manager and **Alys Roark**, Project Coordinator, will oversee and coordinate the day-to-day supervision/execution of the modernization including coordination of all work with the related trades. They will be responsible for ensuring that the work delivers both quality and value with a focus on effectiveness, efficiency and seamless coordination. Billy Brown will supervise one, two man crew who will be on the project

from start to finish. In addition to the crew **Jim Slack** will be the primary adjustor on this project and will ensure each unit is adjusted appropriately prior to turnover. **Chris Roop**, Service Manager, will supervise and manage the service mechanic(s) as well as the day-to-day maintenance activity and business (if required). As a team we will communicate, facilitate and maintain all aspects of the project. The result will be the best possible modernization product.

#### Resume-

The employees submitted below for approval come with expertise and substantial/credible work history. All field mechanics hired with by thyssenkrupp Elevator have completed all necessary classroom and field training required by the Union, Local 49.

1. Erik Murnane- Branch Manager
  - a. Erik began his career with tKE in Dallas TX as a modernization sales representative in 2011. In the years following he transferred to Palm Beach FL as a service/repair Account Manager and most recently transition to the Branch Manager of Jacksonville/Gainesville FL. Graduated from Florida State University in 2011 with a BA in Business Management and Human Resource Management. OSHA 10 certified and LEED Green Associate.
  - b. 7 years in the industry
  - c. 561-441-0139
2. Billy Brown- Modernization Operations Manager
  - a. Billy began his career working as a technician in the new installation field here in N FL. Since his initial position Billy has worked as a new construction and modernization adjustor, Superintendent and most recently NI/MOD Operations manager for the N FL District. OSHA 300 certified, Occupational Safety Training.
  - b. 32 years in the industry
  - c. 904-219-0512
3. Jim Slack- Modernization Adjustor, Jacksonville/Gainesville
  - a. Jim started with Miami Elevator in 1984 as a helper in the NI field. He became a traction foreman adjustor in 1988 for Miami Elevator. He took an opportunity to run a route in Miami's service department for 1 year following this position and quickly graduated to a service foreman in Miami for the two following years. After running with the service department Jim went into modernization field and ran that department in Miami. Jim transferred to Jacksonville/Gainesville in 2002 to help adjust key projects for our modernization team. He has been a modernization adjustor ever since.
  - b. 33 years in the industry
  - c. 904-759-2187
  - d. CC License 1246

#### References

The following projects have either been recently completed or will be completed within the next 12 months. Please note these are a few highlight properties, all projects are in located in Union Local 49.

1. One Enterprise
  - a. Downtown Jacksonville
  - b. 8 Gearless Tractions and 1 Geared Traction- Installing tKE TAC32T
  - c. New management/ ownership as we speak, will supply contact upon request
2. Towers of Jacksonville
  - a. Downtown Jacksonville
  - b. 2 Geared Tractions- Installed tKE TAC32T
  - c. Daryl Weinstein: 904-208-2028
3. Riverside Presbyterian Apartments
  - a. Downtown Jacksonville
  - b. 2 Geared Tractions- Installed tKE TAC32T
  - c. Bill Boedicker: 407-839-5050
4. Riverside Presbyterian House
  - a. Downtown Jacksonville

- b. 2 Geared Traction- Installed tkE TAC32T
  - c. Bill Boedicker: 407-839-5050
- 5. Bank of America Operations 300
  - a. Southside Avenue Area
  - b. 2 Geared Traction, 1 Hydraulic- Installed tkE TAC32T on Traction and TAC32 on Hydro
  - c. Nora Hennig: 904-464-3051
- 6. Liberty Center
  - a. Butler Blvd and 295
  - b. 3 Geared Traction- Installed tkE TAC32T
  - c. Amir Moghaddam: 904-757-4000
- 7. Suddath Building
  - a. Downtown Jacksonville
  - b. 2 Geared Traction- Installing tkE TAC32T with new Gearless Machines
  - c. Jamie Cuthbertson: 904-256-5540
- 8. Park Lane Condominiums
  - a. Riverside, Jacksonville
  - b. 2 Geared Traction- Installing tkE TAC32T with new Geared Machines
  - c. PM transition, contact information available upon request
- 9. City Market Place
  - a. Palm Coast FL
  - b. 3 Hydraulic Elevators- Installed tkE TAC32
- 10. Wells Fargo Tower- Glassback Hydraulics
  - a. Downtown Jacksonville
  - b. 2 Hydraulic Elevator- Installed MCE Control Systems with new Power Units
- 11. Emergency Operations Center
  - a. Downtown Jacksonville
  - b. 2 Gearless and 1 Geared Traction Elevators- Installing tkE TAC32T with new Gearless/Geared Machines
  - c. Roy Birbal- 904-255-4330
- 12. UF Shands- 9 Pack
  - a. Shands Hospital Gainesville
  - b. 9 Gearless machines- Installed tkE TAC32T controllers

If you have any questions or need additional information, please do not hesitate to contact me on my cell 561-441-0139.

Thank you for your time and consideration and we look forward to being a valued partner of the City of Gainesville.

Kind Regards,

Erik Mumane  
LEED Green Associate  
Branch Manager- thyssenkrupp Elevator, Jacksonville/Gainesville

**Data Contained In Search Results Is Current As Of 02/05/2018 04:05 PM.**

## Search Results

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For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Registered Elevator Company	<a href="#">THYSSENKRUPP ELEVATOR CORP- GAINESVILLE</a>	Primary	ELC085 Elevator Co.	Current 12/31/2018
	<b>License Location Address*:</b>	4330 SW 29 AVE GAINESVILLE, FL 32608		
	<b>Main Address*:</b>	114 TOWNPARK DR STE 300 KENNESAW, GA 30144		

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### \* denotes

Main Address - This address is the Primary Address on file.

Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).

License Location Address - This is the address where the place of business is physically located.

[2601 Blair Stone Road, Tallahassee FL 32399](#) :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee.

However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.



You payment was processed. Print this tax receipt for your records. It was also sent to padralc.pines@thyssenkrupp.com



## Online Business Tax Receipt<sup>(1)</sup>

Business Name **THYSSENKRUPP ELEVATOR CORPORATION**

Business Tax ID **36402**

This constitutes your business tax receipt for 10/1/2017 - 9/30/2018.

Your business tax(es) for the current fiscal year **10/1/2017 - 9/30/2018** are as follows:

### Business Categories

ID	Service Name	Tax Amount	Explanation of Calculations
1000	STATE LICENSE/CERTIFICATION REQUIRED	\$0.00	
1335	CONTRACTOR-ELEVATOR	\$131.25	Business category flat fee of \$131.25
****	Payment	(\$131.25)	Posted on 9/6/2017
<b>TOTAL DUE:</b>		<b>\$0.00</b>	

Please note that the maximum charge for any single service is \$525

Amount Due on **Monday, October 16, 2017** is **\$0.00**

(1) This page will serve as your business tax receipt for the fiscal year 10/1/2017 - 9/30/2018.

Payments must be time-stamped by 11:59 pm on Monday, October 02, 2017 in order to avoid late fees.

Please, note that a home occupation permit may be required for this location, someone will contact you upon review of the information

