

AGENDA ITEM NO.

SARASOTA MANATEE AIRPORT AUTHORITY
JANUARY 30, 2023, MEETING
STAFF NARRATIVE

REQUEST FOR APPROVAL: P-220001

ELEVATOR MODERNIZATION PROJECT

EXECUTIVE SUMMARY: Staff requests authorization from the Board to approve a contract award for our needed Elevator Modernization Equipment to improve customer service and dependability for our four (4) original 1989 Montgomery Terminal Elevators for the Sarasota Manatee Airport Authority ("Authority").

NARRATIVE: The Purchasing Department is requesting Board Authorization to allow the President and Chief Executive Officer to execute the contract for the purchase of Elevator Modernization components and installation services needed to meet new state statute codes by December 2023 and to modernize the electronics and mechanicals for our four (4) original 1989 Montgomery Terminal Elevators to ensure improved customer service and dependability. Staff assembled a proposal package to secure the services of an experienced and qualified firm capable of providing the technical, administrative, and management skills to oversee the Elevator Modernization Project.

In accordance with Authority policy, a Request for Proposal(#P-220001) was publicly noticed through the Bradenton Herald and Sarasota Herald Tribune, The Proposal was distributed on September 19, 2022, through Onvia/DemandStar to notify 399 suppliers. There were 7 firms that requested and downloaded solicitation documents for this project. A Mandatory Pre-Bid walkthrough period was extended to October 20, 2023, due to Hurricane Ian. There were four firms that attended the walkthroughs.

Selection Committee members Tim Ressler, Director, Facilities, Eric Morrow, Superintendent, Facilities, Michael Manns, Supervisor, Maintenance, Tom chambers, Consultant, met on December 30, 2022, and again on January 18, 2023, to review and rank the four proposing firms and make a recommendation to the President and Chief Executive Officer on the number one ranked company best suited to oversee the Airport's Elevator Modernization Project.

The Capital Projects budget for this project was for \$400,000. All proposers were above this budgeted level. The Selection Committee ranked Schindler Elevator as the most responsive, responsible, bidder, meeting all specification requirements.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board authorize the President and Chief Executive Officer to execute the contract award for Elevator Modernization Project in a not to exceed amount of \$540,991.00 to the number one ranked firm, Schindler Elevator, and request authorization for the President and Chief Executive Officer execute the contract and prepare any and all documents necessary to implement this action.

Attachment: Selection Committee Meeting and Tabulation

P-230002 ELEVATOR MODERNIZATION PROJECT

SELECTION COMMITTEE MEETING MINUTES

January 18, 2023

The following are an overview of the four proposing firms the Authority received.

FLORIDA ELEVATOR:

The committee thought the proposal was well written. All needed information was supplied. Committee was concerned from Florida Elevator's response that they may not be able to get needed work done before the needed date of 12/31/2023. In our research we were told that the modernization equipment proposed was not of very good quality and may be an issue going forward.

SCHINDLER ELEVATOR:

Committee thought that this was the best written proposal presented to us. Detail of proposal was thorough and well thought out. Our research states the proposed equipment is of very good quality and look like they will be able to meet the 12/31/2023 timetable needed for this project. Our Elevator consultant thought that their proposal was the best written and the best equipment offering.

THYSSENKUPP ELEVATOR:

The committee has major concerns with the proposal received from TK. Their proposed cost was way lower than the rest of the proposals received. They are over \$100,000 lower than the other three proposals received. Some questions on the methodology of the electronic recall system and coordinating with the current fire system were discussed. The Modernization Office for this project falls under our current TK office. We have had years of documented poor service and preventative maintenance program issues. Due to the continued poor performance of service to the Authority, and questionable low bid dollars, the Selection Committee cannot recommend a project of this size and complexity to ThyssenKupp Elevator.

URBAN ELEVATOR:

The committee has disqualified Urban Elevator for submitting an incomplete proposal not meeting a lot of the requested information needed to make an informed decision. Committee also concerned that they are a new Chicago company based out of South Florida and may have issues with needed labor for this job.

FINAL COMMITTEE RANKING:

1. SCHINDLER ELEVATOR \$540,991.00
 2. FLORIDA ELEVATOR \$522,484.00
 3. THYSSENKUPP ELEVATOR \$427,219.61
 4. URBAN ELEVATOR (**DISQUALIFIED**) \$501,987
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CONTRACT FOR ELEVATOR MODERNIZATION PROJECT
BETWEEN
THE SARASOTA MANATEE AIRPORT AUTHORITY
AND
SCHINDLER ELEVATOR CORPORATION

This Contract is made and entered into this 20th day of February, 2023 by and between the Sarasota Manatee Airport Authority, a political subdivision of the State of Florida, (hereinafter referred to as the "Authority"), and SCHINDLER ELEVATOR CORP., (hereinafter, referred to as "the Contractor"), 1150 Assembly Drive, Suite 360, Tampa, FL 33607. The Contract is effective on the date of execution by the Authority.

WITNESSETH:

The parties hereto agree that the services to be performed by the Contractor under this Contract, the objectives and conditions of the Contract, the fees to be paid for such services, and the time of performance of this Contract shall be as described below:

Item 1 - Scope of Services

Except as modified by this Contract, the Contractor shall perform the services identified in its bid response submittal received on November 10, 2022, Addendums 1 and 2, along with the requirements, terms and conditions outlined within the Request for Proposal #P-230001 package, all of which are attached hereto and incorporated by reference into this Contract. The referenced Request for Proposal and response there to are more particularly described below:

- A. Request for Proposal P-230001 Elevator Modernization Project.
- B. Contractors' response submittal consisting of its bid response (14 pages) and Modernization Proposal (31 pages) dated November 8, 2022.
- C. Addendum Number One and Two.

Item 2 - General Conditions

- A. Basic Data Provided by Authority - The Authority shall make available to the Contractor such appropriate data and information as are available to the Authority and under its control.
- B. Coordination - Continuing coordination shall be maintained with the Authority to assure applicability of the findings with respect to specific local conditions and compatibility with the Authority's general policies and goals.
- C. Representatives - To expedite the undertaking of services performed under this Contract and to permit the coordination of materials, commitments and correspondence, the Authority hereby designates the President, CEO, or designee as its representative, and the Contractor hereby designates Lawrence Hilliard, Jr. as its representative to whom all correspondence, materials, requests for conferences and other similar data shall be directed. Any and all changes that will affect this Contract shall be approved in writing by the Purchasing Director prior to proceeding.
- D. Time of Performance - The Contractor shall commence as soon as practicable, but not before the execution of this Contract. Work is scheduled to begin after execution of the contract and projected to end December 31, 2023. Any extension of the Contract term shall be in the sole discretion of the Authority.

- E. Compensation - The Authority agrees to pay the Contractor according to terms described in the Contractors bid submittal and according to the terms described in the Request For Bids package.
- F. Method of Payment - The Authority shall pay the Contractor for services in Item 1, Scope of Services, in accordance with statements to be submitted by the Contractor to the Authority. Such statements shall be submitted monthly or as supplies are received and work is complete to the Authorities verification.

G. Availability of Records -
Books and Records

During the period of this Contract and for three years thereafter, the Contractor shall keep any and all information, materials, and data of every kind and character including without limitation records, books, papers, and documents in accordance with generally accepted accounting principles that may in the Authority's judgment pertain to any matters or obligations covered by the Contract. Such records shall also include, but not be limited to those records necessary to evaluate and verify direct and indirect costs (including overhead allocations). Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures, time sheets, payroll registers, cancelled checks, original estimates, estimating work sheets, correspondence, change order file, back charge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends to the extent necessary to adequately permit evaluation and verification of:

- a) Contractors compliance with Contract Requirements, and
- b) Compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of its payees.

The Contractor shall require all payees (i.e. subcontractors/suppliers) to comply with the provisions of this article by insertion of the requirements in any Contract between the Contractor and the payee; such requirements to include flow-down right of the audit provision to all payees.

Audits and Inspections

The Contractor's records shall be open to inspection and subject to audit and/or reproduction during normal business working hours. An Authority representative or outside representative engaged by the Authority may perform such audits or inspections throughout the term of this Contract and for a period of three years after final payment or longer if required by law.

The Contractor shall provide, at its sole cost and expense the books of account and records requested by the Authority for audit within sixty (60) calendar days of receiving a written request. If the books of account and records are kept at locations other than the Airport, the Contractor shall arrange for them to be brought to a location convenient to the auditors for the Authority, or the Contractor may at its option transport the Authority audit team to the Contractor's headquarters for purposes of undertaking said audit. In such event, the Contractor shall pay reasonable costs of transportation, food and lodging for the Authority's audit team.

There may be no limitation in the scope of the examination that would hinder the Authority or its authorized representative in testing the accuracy of the claims submitted.

An audit report will be issued by the Authority or its representative and made available to the Contractor. Contractor shall have thirty (30) calendar days to comment in writing on the audit report. Failure of Contractor to submit written comments shall constitute acceptance of the audit report as issued. Any adjustments and/or payment which must be made as a result of any such audit or inspections of the Contractors' invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the Authority's findings to the Contractor. If an audit inspection or examination in accordance with this article, discloses overpricing or overcharges (of any nature) by the Contractor to the Authority in excess of one-half of one percent (.5%) of the total Contract billings the reasonable actual cost of the Authority's audit shall be reimbursed to the Authority by the Contractor.

H. Termination - This Contract may be terminated, in whole or in part, at any time upon not less than 24 hours written notice, by the Authority if the Contractor is in material breach of any of the provisions of this Contract. In the event of such termination, (1) all finished and unfinished documents, data studies, surveys, drawings, maps, and reports prepared by the Contractor pursuant to this Contract shall become the property of the Authority and shall be delivered by the Contractor to the Authority and (2) the Contractor shall be entitled to receive just and equitable compensation for all work satisfactorily completed on such documents and other materials or labor, said compensation to be based on the time and expense records kept in accordance with Paragraph G, provided that such compensation (together with all compensation previously paid under this Contract) shall not exceed the percentage of all work completed times the total compensation established by Paragraph E.

I. PUBLIC RECORDS LAW, CONFIDENTIALITY:

Vendors should be aware that all submittals provided with a bid are subject to public disclosure and will not be afforded confidentiality EXCEPT WHERE NOTED IN THEIR RESPONSE. All proposal documents or other materials submitted by all bidders in response to this bid will be open for inspection by any person and in accordance with Chapter 119, Public Records Law, and as amended, Florida Statutes. The Vendor shall agree to comply with public records laws, and shall, specifically:

1. Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform these services.
2. Provide the public with access to public records on the same term as and conditions as the Authority would provide the records and at a cost that does not exceed the cost provided in Ch. 119 or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the Authority all public records in possession of the Vendor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to the Authority in a format that is compatible with the information technology systems of the Authority.

- J. Insurance – The Contractor shall obtain and maintain throughout the term of this Contract, comprehensive public liability, and property damage insurance in limits of not less than one million. The Contractor shall furnish automobile liability insurance, and proof of Workers Compensation or Employers' Liability Insurance as required by the Laws of the State of Florida, covering all persons employed by the Contractor in the performance of the duties described herein. Prior to proceeding with the services hereunder, the Contractor shall furnish an original Certificate of Insurance to the Purchasing Department evidencing the existence of such insurance coverage. The Authority shall be named as an additional insured on the liability policies per endorsement form CG 2010-04-13 for on-going operations.
- PROFESSIONAL LIABILITY:** The awarded firm(s) shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$1,000,000 with a deductible not to exceed \$100,000. The deductible shall be the responsibility of the Contractor.
- This policy must be continued or tail coverage provided for two years after completion of the project.
- K. Assignability – The Contractor shall not assign any interest in this Contract and shall not transfer any interest in this Contract without the prior written consent of the Authority.
- L. Interest of the Contractor – The Contractor covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Contract. No person having such interest shall be employed by the Contractor.
- M. Compliance with Federal Laws and Regulations – During the performance of this Contract, the Contractor agrees to fully comply with all applicable Federal Laws and regulations including:
- a. Debarment, Suspension, Ineligibility, and Voluntary Exclusion:
- To comply with the requirements imposed by or pursuant to 2 CFR Parts 180 and 1200. The contractor certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable certify to this statement, it shall attach an explanation to this solicitation/proposal.
- b. Nondiscrimination:
1. To comply with the requirements imposed by or pursuant to Title 49 Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 Nondiscrimination in Federally-assisted Programs of the

Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as may be amended from time to time, which are herein incorporated by reference and made part of this Contract.

2. With regard to the services hereunder, the Contractor shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Title 49, Section 21.5 of the Federal Regulations.
3. In all solicitations either by competitive bidding or negotiation made by the Contractor in connection with the services to be performed under a subcontract, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the regulations prohibiting discrimination on the grounds of race, color, or national origin.
4. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such sanctions as it or the appropriate federal agency may determine to be appropriate, including but not limited to:
 - i. Withholding of payments to the Contractor under this Contract until Contractor complies,
 - ii. Cancellation, termination, or suspension of this Contract, in whole or in part.

The contractor agrees to include the provisions of sections M-a through M-b above in every subcontract, including Contracts for the procurement of materials and leases of equipment.

- a. Withholding of payments to the Contractor under this Contract until the Contractor complies,
- b. Cancellation, termination, or suspension of this Contract, in whole or in part.

- N. Licenses and Permits – The Contractor shall at all times maintain and comply with all licensing and permitting requirements of state and local authorities. Prior to proceeding with the services hereunder, the Contractor shall furnish a copy of its licensure and the permit to the Authority evidencing the existence of such permit.
- O. Badging Safety and Security (as applicable) – Bidder's officers, invitees, employees, suppliers, and agents must abide by all applicable security regulations of the Authority and the Transportation Security Administration (TSA). Any of bidder's officers, invitees, employees, suppliers, and agents who require unescorted access to any areas of the Airport where access is controlled for security reasons must make application for, and wear, Airport security badges. Those individuals must submit personal data for a Security Threat Assessment conducted by the FBI as required by Part 1542 of Federal Transportation Regulations and attend a security training session conducted by the Authority's Operations Department. At the time the application is made, bidder is responsible for payment of the then current fee for fingerprinting and the fee for issuance of an initial security badge for any persons to whom this provision applies. The current fees are \$25 per badge and \$29 per threat assessment. Any badge not returned upon completion of the work contemplated by this solicitation is subject to a \$100 fee. Any of bidder's officers or employees who will be required to drive inside secured Airport areas must attend and successfully pass an Airport approved driver training program. No vehicle shall be driven on the Airport without the driver

possessing a valid State issued operator's license. No vehicle shall be driven on the Airport without proper identification (company logo or airport decal), proper safety marking (amber beacon or orange checkered flag) and proper insurance coverage. All drivers must comply with Section 3 of the Sarasota Bradenton International Airport Operating Rules & Regulations handbook.

No person who is authorized to drive inside secured Airport areas shall enter, cross or be present on any runway or taxiway pavement or safety areas without an approved airport escort. Any violation of this clause is subject to immediate suspension of the offender's airport access and a fine of up to \$10,000.

Note: This section may only apply should there be any project work within a controlled or secure area of the airport.

Details and form are available on the airport's website at www.sra-airport.com, then "Airport Business", then "Badging".

Item 3 - Miscellaneous

A. Notices - Any notice hereunder shall be deemed sufficiently given by one party to the other if in writing and if and when delivered or tendered either in person, or by telegram or telex, or by the deposit of it in the United States mail, registered or certified, postage prepaid, addressed to the party to whom such notice is being given at such party's address provided below:

B.

To the Authority: Sarasota Manatee Airport Authority
 6000 Airport Circle
 Sarasota, FL 34243

To the Contractor: Schindler Elevator Corporation
 1150 Assembly Drive, Suite 360
 Tampa, FL 33607

Any notice not given as above shall, if it is in writing, be deemed given if and when actually received by the party to whom it is required or permitted to be given.

- C. Governing Law - This Contract shall be governed by and construed in accordance with Florida law. Venue for any action brought pursuant to this Contract shall be in the Twelfth Judicial Circuit Court, Sarasota County, Florida.
- D. Captions - The captions to the sections, subsections, and paragraphs in this Contract are inserted for convenience only and shall not affect the construction or interpretation of this Contract.
- E. Counterparts and Duplicate Originals - This Contract and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument.
- F. Entire Contract - This Contract, together with the Proposal P-230001, Contractor's

response submittal dated November 8, 2022, and Addendum Number One and Two constitutes the entire Contract between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous Contracts and understandings of the parties in connection herewith. No supplement, modification, or amendment of this Contract or discharge of any of the obligations hereunder, shall be binding unless executed in writing by the parties hereto.

- G. Severability - Any provision hereof prohibited by or unlawful or unenforceable under any applicable law shall be ineffective without affecting any other provision of this Contract. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Contract shall be deemed to be a valid and binding agreement in accordance with its terms.
- H. Attorney's Fees - In the event of any action to enforce or construe the provisions of this Contract, the prevailing party in such action (including in any bankruptcy proceeding) shall be awarded costs and reasonable attorney's fees in the defense or prosecution thereof as part of the judgment eventuating in such action.
- I. Immigration Reform and Control Act - Contractor acknowledges, and without exception or stipulation, Contractor shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of the Contract and the Authority shall have the discretion to unilaterally terminate said Contract immediately.
- J. Third Parties - Nothing in this Contract, whether express or implied, is intended to confer any rights or remedies under or by reason of this Contract on any persons other than the parties to it and their respective successors and permitted assigns, nor is anything in this Contract intended to relieve or discharge the obligation or liability of any third persons to any party to this Contract, nor shall any provision give any third person any right of subrogation or action over or against any party to this Contract
- K. Remedies: Waiver - The rights and remedies set forth herein shall be cumulative and in addition to any other remedies which may be available at law or in equity. The exercise of any remedy by either party shall not be deemed an election of remedies. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute, a waiver of any other provision hereof or right hereunder (whether or not similar), nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.
- L. Arrears - Contractor is not in arrears to the Authority upon debt or contract and is not in default, **as surety or otherwise**, of any obligation in Manatee County, Sarasota County, or the State of Florida.

- M. INDEMNITY AND HOLD HARMLESS REQUIREMENTS:
Contractor shall indemnify and hold harmless the Authority, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Contract.
- N. Damages - Notwithstanding anything to the contrary set forth herein, in no event shall either party be liable for special, indirect or consequential damages for default or delay.
- O. Force Majeure - Notwithstanding anything to the contrary set forth herein, neither party shall be responsible for any loss, damage, defention or delay caused by labor frouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, epidemics, pandemics, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

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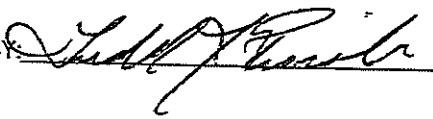
IN WITNESS WHEREOF, this Contract for P-230001 Elevator Modernization project has been executed in duplicate, by the respective parties hereto.

Warranty of Authority: Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party.

A facsimile or electronic (including "pdf") copy of this Contract and any amendments thereto, and any signatures thereon, shall be considered for all purposes as an original. Alternatively, such documents may be executed by electronic signatures, as determined by Florida's Electronic Signature act and other applicable laws.

AUTHORITY:

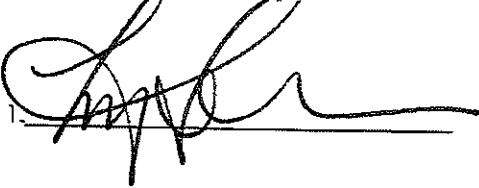
SARASOTA MANATEE AIRPORT AUTHORITY

BY: 

Printed Name: FREDERICK J. PROALO

Title: President, CEO

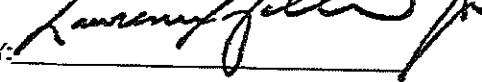
WITNESSES as to Authority:

1. 

2. 

CONTRACTOR:

SCHINDLER ELEVATOR CORPORATION

BY: 

Printed Name: Lawrence Hilliard Jr.

Title: General Manager

WITNESSES as to Contractor:

1. 

2. 