



MEMORANDUM

TO: SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING GROUP

FROM: Donna Council, Purchasing Agent

DATE: February 25, 2009

SUBJECT: RENEWAL - PURCHASE, INSTALLATION, SERVICE AND REPAIR OF OVERHEAD ROLL-UP DOORS AND GRILLS - Bid 2006-07/23

On February 17, 2009, with Commission consent (Resolution #2009-042), the renewal contract (Bid #2006-07/23) for the purchase, installation, service and repair of overhead doors, was approved. The current contract will expire on March 31, 2009. We have added ten (10) new agencies to the original number of participants of fourteen (14) for a new total of twenty-four (24) participants.

The prices, terms and conditions remain the same. The contract includes a fixed hourly labor rate, a discount/markup cost for new equipment and installation, and a cost for preventative maintenance on an annual flat fee door basis.

The renewal period will begin April 1, 2009 and run through March 31, 2011. This will leave one (1) two (2) year renewal period available under the terms of the original contract.

Letter of confirmation has been received from the the supplier Door Systems of South Florida signifying their willingness to renew the contract under the same terms and conditions and is on file in the Purchasing Division.



MEMORANDUM

TO: Mike Mahaney, City Manager

FROM: Donna Council, Purchasing Agent

DATE: February 9, 2009

**SUBJECT: PURCHASE, INSTALLATION, SERVICE AND REPAIR OF OVERHEAD
ROLL-UP DOORS AND GRILLS - Bid 2006-07/23**

The contract for the purchase, installation, service and repair of overhead doors is due to expire on March 31, 2009. This is a Southeast Florida Governmental Cooperative Purchasing Group Bid. The City of Deerfield Beach serves as the lead agency for this bid. There are currently fourteen (14) municipal agencies that are participating in this bid. Funding provided under account #001-4049-519-31-04 (Repair & Maintenance Services) Department of Public Works, Facility Maintenance. Estimated contract \$20,000.00.

As the lead agency, the City of Deerfield Beach provides the administrative function of soliciting and evaluating bids and in initiating the award. Each participating agency is responsible for entering into their own contracts with the awarded vendors.

The bid includes a fixed hourly labor rate, a discount/markup cost for new equipment and installation, and a cost for preventative maintenance on an annual flat fee door basis.

Door Systems of South Florida is fully cognizant of what our expectations are, as well as those of the participating co-op agencies. The contractor understands that our Fire Rescue must respond, without delay, to emergency calls 24 hours a day and that the continuous uninterrupted operation of the overhead doors is a vital factor in the ability of Fire Rescue to answer all emergency calls, Door Systems gives Fire Rescue priority on service calls – twenty-four (24) hours a day. Additionally, they respond on-site to all requests for service within two (2) hours after receiving a call.

Under the terms of the bid, Door Systems of South Florida has agreed to exercise the contract renewal option pursuant to terms and conditions of Bid #2006-07/23. The renewal period will begin April 1, 2009 and run through March 31, 2011. This will leave one (1) two (2) year renewal period available under the terms of the original contract.

Letter of confirmation has been received from the the supplier Door Systems of South Florida signifying their willingness to renew the contract under the same terms and conditions and is on file in the Purchasing Division.

c: Andy Maurodis, City Attorney
Ada Graham-Johnson, City Clerk
Carl Peter, Director of Public Works and Environmental Services
Frank Cristiano, Facilities Manager

ACTION REQUEST FOR AGENDA

TO: Mike Mahaney, City Manager

Date Submitted: February 9, 2009

FROM: Donna Council, Purchasing Agent

Commission Mtg Date:

RESOLUTION NO. _____

SUBJECT: Renewal of two (2) year contract to Door Systems of South Florida, Inc. for purchase, installation, service and repair of overhead and roll-up doors and grills, as per the terms and conditions of the City of Deerfield Beach Bid #2006-07/23, as lead agency for the Southeast Florida Governmental Cooperative Purchasing Group. There are fourteen (14) municipal agencies utilizing this bid. Funding provided under account #001-4049-519-31-04 (Repair & Maintenance Services) Department of Public Works, Facility Maintenance. Estimated contract \$20,000.00

COMMISSION ACTION: XXX

COMMISSION INFORMATION: _____

COMMISSION REQUEST: _____

STAFF REQUEST: _____

PUBLIC REQUEST: _____

PUBLIC INFORMATION: _____

ORDINANCE OR DIRECTIVE APPLYING TO SUBJECT

BOARD OR COMMITTEE ESTABLISHED THAT CONSIDERS SUBJECT

RECOMMENDATION

(SEE ATTACHED MEMORANDUM)

TO BE PRESENTED BY: Ada Graham-Johnson, Acting City Manager

SUPPORTING DOCUMENTS ATTACHED - YES XXX NO _____ AT MEETING _____

DATED: _____

APPROVED FOR AGENDA: _____

RESOLUTION NO. 2009/041

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH AUTHORIZING THE PROPER CITY OFFICIALS TO RENEW A TWO YEAR CONTRACT WITH DOOR SYSTEMS OF SOUTH FLORIDA, INC. FOR THE PURCHASE, INSTALLATION, SERVICE AND REPAIR OF OVERHEAD AND ROLL-UP DOORS AND GRILLS, PURSUANT TO THE TERMS AND CONDITIONS OF THE CITY OF DEERFIELD BEACH BID #2006-07/#23, AS LEAD AGENCY FOR THE SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE PURCHASING GROUP, FOR AN ESTIMATED CONTRACT AMOUNT OF \$20,000.00, AND SPECIFYING THE FUNDS THEREFORE

WHEREAS, the contract for the purchase, installation, service and repair of overhead and roll-up doors and grills is due to expire on March 31, 2009; and

WHEREAS, under the terms of Bid #2006/07/23, Door Systems of South Florida has agreed to exercise the contract renewal option; and

WHEREAS, the renewal period will begin on, April 1, 2009 and run through March 31, 2011; and

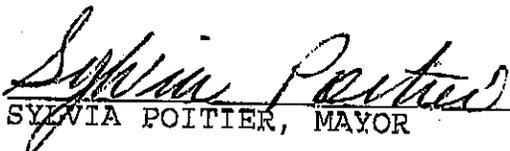
WHEREAS, it will be in the best interest of the City of Deerfield Beach to renew this contract with Door Systems of South Florida, Inc. for the purchase, installation, service and repair of overhead and roll-up doors and grills;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA:

SECTION 1. That the proper officials of the City of Deerfield Beach are hereby authorized and directed to renew a two year contract with Door Systems of South Florida, Inc. for the purchase, installation, service and repair of overhead and roll-up doors and grills.

SECTION 2. That the total costs shall be provided for under Department of Public Works, Facility Maintenance, Account #001-4049-519-31-04.

ADOPTED THIS 17TH DAY OF FEBRUARY, 2009


SYLVIA POITIER, MAYOR

ATTEST:

ADA GRAHAM-JOHNSON, CMC, CITY CLERK



City of
**DEERFIELD
BEACH**

February 25, 2009

Blair Novy
Door Systems of South Florida, Inc.
1300 NW 15th Avenue
Pompano Beach, FL 33069

Dear Mr. Novy:

On February 17, 2009, the City Commission (Resolution #2009/041), approved the contract to Door Systems of South Florida, Inc. to provide The City of Deerfield Beach with the purchase, installation, service and repair of overhead and roll-up doors and grills per the terms and conditions of Bid #2006-07/23.

The contract period will begin on April 18, 2009 and run through April 17, 2011. There is one (1) two (2) year renewal available.

Please sign, and have witnessed, all five (5) copies of the contract attached and return all copies to the City of Deerfield Beach, Purchasing Division, 401 SW 4th Street, Deerfield Beach, FL, 33441. An original signed and executed contract will be mailed to your company for your files.

Please add the following agencies to the contract:

- Town of Davie
- Town of Hallandale Beach
- City of Lighthouse Point
- City of Miami
- City of Miami Gardens
- City of Oakland Park
- Town of Palm Beach
- Town of Pembroke Park
- City of Tamarac
- City of Wilton Manors

Mayor
Albert R. Capellini, P.E.

Vice Mayor
Sylvia Poitier

Commissioners
Steve Gonot
Pam Militello
Martin Popelsky

City Manager
Mike Mahaney





City of
**DEERFIELD
BEACH**

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Continued

The following Cities are already on the contract:

Broward Fire Rescue
City of Coconut Creek
City of Coral Springs
City of Dania Beach
City of Deerfield Beach
City of Fort Lauderdale
City of Greenacres
City of Hollywood
City of Lauderdale Lakes
City of Margate
City of Miramar
City of Pembroke Pines
City of Plantation
City of Riviera Beach

We look forward to continuing our successful business relationship. If you have any questions concerning this letter, please contact me at (954) 480-4380.

Sincerely,

Donna M. Council
Purchasing Agent

enclosures

RENEWAL AGREEMENT

PURCHASE, INSTALLATION, SERVICE AND REPAIR OF OVERHEAD DOORS AND GRILLS

THIS RENEWAL AGREEMENT, made and entered into this ___ day of _____, 2009, by and between the CITY OF DEERFIELD BEACH, a municipal corporation existing under the laws of the State of Florida, (hereinafter referred to as the "CITY") and DOOR SYSTEMS OF SOUTH FLORIDA, INC.

WITNESSETH:

WHEREAS, the CITY advertised for Bids #2006-07/23 for the purchase, installation, services and repair of overhead doors and grills; and

WHEREAS, DOOR SYSTEMS OF SOUTH FLORIDA, INC. submitted a proposal to the City and was selected by the City as the best and most qualified applicant; and

WHEREAS, the CITY and DOOR SYSTEMS OF SOUTH FLORIDA, INC. have negotiated mutually satisfactory terms for the execution of the project with regards to guarantee of response time;

NOW, THEREFORE, for and in consideration of the covenants, promises, conditions and undertakings hereinafter set forth, the CITY hereby engages DOOR SYSTEMS OF SOUTH FLORIDA, INC. for professional services of repair and service of overhead door and grills in accordance with the following:

1. The term of the Renewal Agreement shall be for a twenty-four (24) month period beginning April 18, 2009 – April 17, 2011. There is one (1) two (2) year renewal available.
2. As part of this renewal agreement DOOR SYSTEMS OF SOUTH FLORIDA, INC. shall promptly respond to service and repair overhead doors and grills of the City of Deerfield Beach in accordance with terms, conditions and pricing as specified within Bid #2006-07/23.
3. As part of this renewal agreement, DOOR SYSTEMS OF SOUTH FLORIDA, INC. will provide the City of Deerfield Beach with a single fixed percentage discount to be deducted from list pricing for overhead doors and parts that will be used for the term of the contract. Single fixed percentage offered shall remain firm throughout the term of the contract.
4. **PREVENTATIVE MAINTENANCE:** DOOR SYSTEMS OF SOUTH FLORIDA, INC. shall, for a flat annual fee per door basis, and as part of the contract, provide semi-annual inspection service/preventive maintenance service calls. Such maintenance shall include preventive and remedial maintenance, not limited to adjustments, lubrications and replacement parts, verification of proper calibration, performance

of an electrical check and that mechanical operations are consistent with applicable product specifications. Following each repair and/or inspection, DOOR SYSTEMS OF SOUTH FLORIDA, INC. will provide the City with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement.

5. **Selling, Transferring or Assigning Contract:** No agreement awarded under these terms, conditions or specifications shall be sold, transferred or assigned without the written approval of the CITY, which shall have the sole discretion to deny or approve any assignment. In the event of such assignment, the assignee shall expressly consent, in writing, to the terms of this Agreement and this assignee shall assume all of the obligations of DOOR SYSTEMS OF SOUTH FLORIDA, INC.

6. **Staffing:** DOOR SYSTEMS OF SOUTH FLORIDA, INC. agrees during the term of this contract and in compliance with all terms of this Agreement, DOOR SYSTEMS OF SOUTH FLORIDA, INC. will, at all times, maintain an adequate staff to provide competent and experienced service, on a full time basis.

7. **Response:** During working hours, DOOR SYSTEMS OF SOUTH FLORIDA, INC. shall respond within four (4) hours of a call requested by any authorized representative of the City. Emergency services called in after normal working hours, DOOR SYSTEMS OF SOUTH FLORIDA, INC. must respond by phone within fifteen (15) minutes and on site within two (2) hours during the standard work week and not more than three (3) hours during the off-hour call outs, unless other arrangements are made by the contract administrator. If said response time exceeds the times stated above, said delay may be punishable by a \$50.00 fine charged to DOOR SYSTEMS OF SOUTH FLORIDA, INC. The enforcement of the forfeiture provisions shall be at the direction and discretion of the City representative who will take into consideration mitigating circumstances which may have caused the untimely response.

The following penalties shall apply to DOOR SYSTEMS OF SOUTH FLORIDA, INC., for failure to respond within the time frame stated above during each contract year:

- A. Third Offense: \$50.00 fine, and a certified letter of warning.
- B. Fourth Offense: \$200.00 fine.
- C. Fifth Offense: \$300.00 fine or suspension, at the City's option.
- D. Any further Offense: \$500.00 fine, suspension, or termination, at the City's option.

7. The City may cancel the contract based upon terms and conditions within the bid documents. The City reserves the right to terminate this contract without cause, upon thirty (30) calendar days notice, in writing.

8. DOOR SYSTEMS OF SOUTH FLORIDA, INC.'s obligations, City's rights as contained in the bid documents and DOOR SYSTEMS OF SOUTH FLORIDA, INC.'s bid are made a part of the contract and are binding on DOOR SYSTEMS OF SOUTH FLORIDA, INC.

9. DOOR SYSTEMS OF SOUTH FLORIDA, INC. shall defend, indemnify and hold the City and its employees and agents harmless from any and all claims, causes of actions, damages, judgments, and cost of whatsoever nature incurred as a result of any injuries which are claimed to have been caused by the negligence of DOOR SYSTEMS OF SOUTH FLORIDA, INC. DOOR SYSTEMS OF SOUTH FLORIDA, INC. acknowledges receipt of ten dollars (\$10.00) payment from the City of Deerfield Beach as consideration for this hold harmless agreement. This hold harmless and indemnity shall be liberally construed in favor of the City and its employees and agents.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day set below their signature.

Witnesses:

DOOR SYSTEMS OF SOUTH FLORIDA, INC.

By: _____

Date: _____

CITY:

CITY OF DEERFIELD BEACH,
Municipal corporation

Approved as to form:

By: _____

Mayor

By: _____

City Attorney

Date: _____

Attest:

By: _____

City Clerk